Ocala City Council Agenda - Revised
Tuesday, February 15, 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 Dreyer
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 - 6a added Redline

1. Call to Order

a. Opening Ceremony

1. Invocation - Chaplain Gene Kenney

2. Pledge of Allegiance

b. Welcome and Roll Call

2. Public Notice

3. Proclamations & Awards

a. Service Award - Brett Ortagus - Fire Rescue - 25 years of Service

b. Engineers Week Proclamation - Florida Engineering Society Forest Chapter members and Amber Gartner, Region 2 Vice President

4. Presentations

5. Public Comments

6. Public Hearings

a. Approve 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. This public hearing was postponed from the January 4, 2022 and February 1, 2022 City Council Meetings.

Presentation By: Tye Chighizola

b. Adopt 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). This public hearing was postponed from the January 4, 2022 and February 1, 2022 City Council Meetings (Quasi-Judicial) **ORD-2022-13**

Presentation By: Tye Chighizola

Introduced by: Jay A. Musleh

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

a. Adopt Ordinance 2022-20 to adjust the General Employees' Retirement System investment assumption rate **ORD-2022-20**

Presentation By: Doug Peebles

Introduced by: James P. Hilty Sr

b. Adopt Ordinance 2022-21 for a zoning change from B-4, General Business, to M-1, Light Industrial, for approximately 7.72 acres of property located at 2905 and 2957 N Pine Avenue (Case ZON21-44608) (Quasi-Judicial). **ORD-2022-21**

Presentation By: Tye Chighizola

Introduced by: Kristen M. Dreyer

8. General Business

a. Approve three-year contract with Ford of Ocala and Advance Auto Parts to supply consignment auto parts for an estimated expenditure of $500,000

Presentation By: John King

b. Approve the purchase of physical security devices including digital cameras, building access controls, building alarms, and server storage from Morse Communications for the Mary Sue Rich Community Center in the estimated amount of $116,363

Presentation By: Christopher Ramos

c. Approve award of contract to Marion Rock, Inc. for the Lift Station #91 Force Main Upgrade project for the bid of $3,032,916 plus 10% contingency for a total of $3,336,208

Presentation By: Sean Lanier

d. Approve two-year contract with C.W. Roberts Contracting, Inc. for the Parking Lot Improvement Program with a contract value not to exceed $1,000,000

Presentation By: Sean Lanier

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.

a. Amend existing agreement for litter control services with Wear Gloves Inc. for an additional contract expenditure of $28,600

Presentation By: Darren Park

b. Approve the purchase of a Bauer air cascade system from Breathing Air Systems Inc. of Ocala in the amount of $59,952

Presentation By: Clint Welborn

c. Approve 2-year contract with Frank Fraunfelter, M.D. as the Medical Director for Ocala Fire Rescue in the amount of $60,000

Presentation By: Clint Welborn

d. Adopt Budget Resolution 2022-129 amending the Fiscal Year 2021-2022 budget to transfer funds from the Infrastructure Sales Surtax Reserve account for the purchase of a Cascade System in the amount of $9,952 **BR-2022-129**

Presentation By: Tammi Haslam

e. Adopt Budget Resolution 2022-130 amending the Fiscal Year 2021-2022 budget to appropriate funds from the General Fund Reserve for Contingencies to cover expenditures incurred as a result of a judgment for taxable cost in the amount of $67,472 **BR-2022-130**

Presentation By: Tammi Haslam

f. Approve the purchase of two Vaughan turbo mixers from FJ Nugent & Associates, Inc. for $66,412

Presentation By: Sean Lanier

g. Approve the first renewal option with Univar Solutions USA, Inc. to supply hydrofluosilicic acid used at Water Treatment Plant No. 1 in the amount of $45,000

Presentation By: Sean Lanier

h. Approve the release of an Electric Line Easement (above ground line) that will be replaced by an Electric Utility Easement to facilitate an underground line on Marion County Parcel #31865-000-00.

Presentation By: Tracy Taylor

i. Approve two Quit Claim Deeds (QCD) for parcels 21818-000-00 and 21817-002-00 to correct legal description errors and release mineral rights.

Presentation By: Tracy Taylor

j. Approve contract for rehabilitation of the Weems residence located on NW 2nd Street to Algat Enterprises, Inc. for a total project cost not to exceed $79,425

Presentation By: James Haynes

k. Approve January 2022 city attorney invoices for general city business legal services in the amount of $34,636.25 and for risk management-related legal service in the amount of $7,942.75

Presentation By: Robert W. Batsel, Jr.

l. Approve City Council Work Session Minutes for Tuesday, January 25, 2022

Presentation By: Angel Jacobs

m. Approve Regular Meeting City Council Minutes for Tuesday, February 1, 2022

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

a. Approve start time of recurring attorney-client meeting pursuant to Florida Statute § 286.011 in the matter of Discount Sleep of Ocala et al vs. City of Ocala

Presentation By: Robert W. Batsel, Jr.

17. Informational Items

a. Calendaring Items

17a1. City Council meeting start time changes to 4:00 pm starting Tuesday, March 1st

17a2. City Council Strategic Planning Session - Tuesday, March 22nd - 8:30am - 12:00pm - Location TBD

b. Comments by Mayor

c. Comments by Council Members

d. Informational

a. Executed Contracts under $50,000

18. Adjournment

Legislation Text

File #: 2022-0232, **Version:** 1

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Service Award - Brett Ortagus - Fire Rescue - 25 years of Service

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

Legislation Text

File #: 2022-0233, **Version:** 1

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Engineers Week Proclamation - Florida Engineering Society Forest Chapter members and Amber Gartner, Region 2 Vice President

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2022-0033, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve 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. This public hearing was postponed from the January 4, 2022 and February 1, 2022 City Council Meetings.

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

PROOF OF PUBLICATION:
Click or tap here to enter text.

BACKGROUND:
The Chapter 163 Concurrency Development Agreement addresses future development of property located at the western terminus of SE 24th Street. There is one existing single-family residential dwelling on the property. 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.

The future land use classification on this property is Low Intensity. The property does not have a designated zoning district. An application for rezoning to R-3, Multi-family Residential, zoning district is currently under review. The surrounding properties are either existing residential uses or zoned to allow residential uses. There is a M-2, Medium Industrial, property adjacent to the property which is occupied by Fluid Routing Solutions.

The Comprehensive Plan Future Land Use Policy which limits development of the property was recently amended by adoption of Ordinance 5617. The amendment changed the use limitation from 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.

A traffic study was performed and approved on October 13, 2021. The traffic study projects that, based on the adopted level of service standards of the City and County, the intersection of SR 464 and SE 24th Street will

have inadequate capacity at peak hour to accommodate projected new traffic generated by development of the property. The traffic study takes into account existing and background traffic and the projected growth of both. This agreement establishes the proportionate share payment 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.

The Chapter 163 Concurrency Development Agreement addresses traffic mitigation for vehicle trips generated by development consistent with the land use policy (180 single family or 320 multifamily or a mix of residential types such that traffic impacts do not exceed that of 180 single family). In addition to the traffic mitigation, the Chapter 163 Concurrency Development Agreement provides for additional requirements regarding buffers, architectural design, permitted use limitations, access, building height restrictions, lighting, and signage.

FINDINGS AND CONCLUSIONS:
The Chapter 163 Concurrency Development Agreement addresses impacts identified by the traffic study and provides for additional requirements regarding buffers, architectural design, permitted use limitations, access, building height restrictions, lighting, and signage. The proposed agreement adequately addresses future development of the property.

Since the January 4, 2022 meeting, the agreement was modified to include language that would require the applicant if needed to construct a decel lane on SR 464 and SE 24th Street. The traffic study was also updated to address potential traffic impacts at the intersection at SR 464 and SE 25th Avenue (see the attached submittal from Kimley-Horn and Associates).

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The agreement has been reviewed by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Approve
Deny
Table

Prepared by and Return to:

Christopher Roper, Esq.
Akerman LLP
P.O. Box 231
Orlando, FL 32802

[SPACE ABOVE THIS LINE FOR RECORDING DATA)

CONCURRENCY DEVELOPMENT AGREEMENT
PURSUANT TO
CHAPTER 163, FLORIDA STATUTES

This Concurrency Development Agreement, executed by the Parties as of the _____ day of _____, 2022 and having the Effective Date specified below, is entered into by and between:

- **CITY OF OCALA,** a Florida municipal corporation ("City"); and
- **DONNA MACHELLE ALBRIGHT, as Trustee of the DONNA MACHELLE ALBRIGHT FAMILY TRUST, dated July 2, 1999, as amended and restated on December 29, 2010** ("Trust").

RECITALS:

A. Trust owns a parcel of real property located in Marion County, Florida, also located within the jurisdictional boundaries of the City, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

B. Trust has made application to City for a Concurrency Development Agreement to facilitate making a proportionate share payment to City to mitigate the impact on a certain intersection which will have inadequate facility capacity at peak hour as a result of projected traffic to be generated by the development of the Property, as determined by the Traffic Study described in Recital C below.

C. Trust retained Kimley-Horn and Associates, Inc., consulting engineers, to prepare a Traffic Impact Analysis ("Traffic Study") of the effect on transportation facilities of the development of the Property based upon a methodology reviewed and approved by the City, County, and the Ocala/Marion County Transportation Planning Organization ("TPO"). The Traffic Study, dated September 2021 and approved by the City on October 13, 2021, has been reviewed and approved by City, County, and the TPO. The final approved Traffic Study, as revised, is by this reference incorporated into the terms of this Agreement.

D. The Traffic Study projects that based on the adopted level service standards of the City and County there is one intersection, identified below, that will have inadequate facility

capacity at peak hour to provide adequate facility capacity 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 traffic. Trust and City have agreed to the required modification to the subject facility (described below) and to the proportionate share payment to made by the Trust to the City to mitigate the impact on public transportation facilities generated by the proposed development of the Property.

E. Chapter 86 of City's Code of Ordinances provides that, in the case of inadequate traffic facility capacity, a property owner may enter into a Concurrency Development Agreement with the City to provide or fund traffic facilities system improvements. This Agreement shall constitute a Concurrency Development Agreement under the provisions of Chapter 86 of the City Code.

F. Trust has agreed to provide funds for the proportionate share payment owed as a result of the development plans for the Property, as set forth below, to mitigate the impact of development of the Property on public traffic facilities. Trust has also agreed to provide right-of-way to the City to facilitate additional traffic improvements that, although not required by City Code for this Project, will benefit the City and the traveling public by improving the overall roadway network that serves the Property and the surrounding area, if and when the City determines a need exists for such improvements in the future.

G. City has held public hearings to accept and encourage public input with respect to the proposals of Trust 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.

H. Trust has submitted an Application for Certificate of Capacity to the City for additional vehicular Trips (capacity) needed to accommodate the development of the Property.

I. 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 _____ and _____, by mailing a copy of the Notice of Intent to Trust, 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, and by announcing the date, time, and place of the second hearing during the first hearing.

J. The City Council of the City held Public Hearings on _____, and _____, to consider this Agreement. The City Council found and determined that 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 is consistent with the City's Comprehensive Plan and the City Code.

NOW, THEREFORE, in consideration of 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. **Incorporation of Recitals & Exhibits**. The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The content of all Exhibits referenced in this Agreement and attached hereto are incorporated into the terms of this Agreement.

2. **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:

2.1 ***"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 163.3220 through 163.3243, inclusive, of the Florida Statutes.

2.2 **"City"—** City of Ocala, a Florida municipal corporation.

2.3 ***"City's CMS"—*** City's Concurrency Management System, as codified in Chapter 86 of the City Code.

2.4 ***"City Code"*** **—**Code of Ordinances of the City of Ocala, Florida.

2.5 ***"Effective Date"*** **—** The date the terms of this Agreement become effective, as set forth in Section 12.16.

2.6 ***"Party" or "Parties"—*** As applicable, either Trust or City or both Trust and City.

2.7 ***"Property"*** **—** that certain parcel of real property owned by Trust and located in Marion County, Florida, also located within the jurisdictional boundaries of the City, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein.

2.8 ***"Project"*** **–** The development of the Property for up to 320 multi-family residential units or any other new use or uses authorized by this Agreement that does not exceed the PM peak hour trip equivalent of 180 single-family detached residential units.

2.9 ***"Reservation of Capacity" or "Reserved Capacity" or "Capacity Reservation"*** **—** The reservation of exterior traffic capacity (Trips) for the benefit of the Property pursuant to Section 7.

2.10 ***"Traffic Study"*** **—** The Traffic Impact Analysis prepared by Kimley-Horn and Associates, Inc., consulting traffic engineers, regarding the Property dated September 2021 and approved by the City on October 13, 2021, assessing the

impact on public transportation facilities of the development of the Property for up to 320 multi-family units. The Traffic Study was developed pursuant to a methodology approved by the City, Marion County, and the Ocala/Marion County Transportation Planning Organization ("TPO"), and the Traffic Study has been reviewed, approved and accepted by City, County, and TPO. The contents of the Traffic Study are, by this reference, incorporated into this Agreement.

3. **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:

3.1 **Trust's Representations and Warranties.** Trust represents and warrants to City that:

3.1.1 Trust has taken all actions prerequisite necessary for the execution and delivery of this Agreement, and upon the full execution of this Agreement the obligations of Trust hereunder shall be valid and binding obligations of Trust. The individual executing this Agreement on behalf of Trust is a duly authorized representative of Trust, authorized to execute this Agreement in its capacity as trustee of the Trust as set forth below.

3.1.2 Trust is the record legal owner of the Property.

3.1.3 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 Trust.

3.2 **City Representations and Warranties.** City represents and warrants to Trust that:

3.2.1 The actions by City hereunder are consistent with the terms and provisions of the City's Comprehensive Plan.

3.2.2 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.

3.2.3 Upon the full execution of this Agreement, the obligations of City shall be valid and binding obligations of City.

3.2.4 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.

4. **Legal and Equitable Owners**. Trust is the legal owner of the Property. The equitable owners of the Property are Donna Machelle Albright, Robert Clayton Albright, Reagan M. Albright, and Ryan M. Albright.

5. **Development Standards**. The future land use designation of the Property is Low Intensity. The zoning of the Property is R-3. Development of the Property shall be consistent with the City Comprehensive Plan and, except as modified and/or limited herein, the R-3 zoning district and other applicable sections of the City Code.

5.1 Permitted Uses. Allowable uses on the Property include single-family residential and multi-family residential and related accessory uses, including, without limitation, recreation uses and facilities. As used herein, the term "single-family residential" includes single-family detached, two-family units and other single-family residential units allowed by City Code in the R-3 zoning district, but specifically does not include attached single-family units (other than two-family units). Attached single-family units (other than two-family units) may not be developed on the Property without an amendment to this Agreement and compliance with Section 122-357 of the City Code. As used herein, the term "multi-family residential" includes apartments and other multi-family residential uses allowed by City Code in the R-3 zoning district. Other uses allowed, either by right or by special exception, in the R-3 zoning district shall also be allowed on the Property, provided that (a) such use does not exceed the number of PM peak hour trips that would have been generated by 180 single-family residential dwelling units if such units were developed on the Property instead, and (b) no use that requires a special exception in the R-3 zoning district shall be developed on the Property without special exception approval from the City. Agriculture uses shall also be allowed to continue on the Property until such time as it is developed for a new use. Examples include routine maintenance of the pond (including dredging and vegetation removal), removal and burning of dead and dying trees and vegetation on the Property as authorized by the Florida Forest Service (including permit number #121440 SCT 22-TWP15- RNG22), commercial bee keeping and honey practices, rotation of planted crops, and harvesting and selling of merchantable timber.

5.2 Maximum Density. The density of the Property shall not exceed a maximum of 180 single-family residential dwelling units, or a maximum of 320 multi-family residential dwelling units, or any combination of single-family and multi-family residential dwelling units such that the traffic impact of such combination of single-family and multi-family residential units does not exceed the number of PM peak hour trips that would be generated by 180 single-family detached residential dwelling units.

5.3 Maximum Intensity. The maximum coverage of all non-residential buildings on the Property shall not exceed 35% of the total area of the Property. (Building coverage shall be determined by the building footprint; not the aggregate of all floor space contained in multi-story buildings.)

5.4 **Building Height**. Buildings may be 1, 2, or 3 stories, and shall not exceed a maximum 50 feet in height.

5.5 **Architectural**. Multi-family development on the Property shall be subject to the City's architectural review requirements as set forth in Section 122-216(t) of the City Code and may be (but is not required to be) age-restricted and/or gated.

5.6 **Setbacks**. Setbacks shall be in accordance with the applicable provisions of the City Code, except that setbacks from the access road or drive aisle constructed within Tract A (defined below), shall apply as though such access road or drive aisle is a public street, even if it is initially privately owned and maintained.

5.7 **Building Service Areas; Mechanical Equipment**. Delivery and loading operations, HVAC equipment, dumpsters, backflow preventers and other utility and service functions shall be substantially screened from view of SE 24th Street, SE 27th Terrace, and SE 26th Street and not located nearer than 25-feet of the property line except as may be otherwise approved by the City during the site plan review process. Where possible, such screening shall be incorporated into the overall design of the buildings and landscaping.

5.8 **Parking**. Parking shall be pursuant to Article VI of the City Code.

5.9 **Lighting**. Lighting assemblies along driveways shall be consistent in type and color and should generally not exceed 35 feet in height. Any lighting directly abutting neighboring properties other than SE 27th Terrace shall use pedestrian level lighting. Pedestrian level lighting should generally not exceed 20 feet in height. Light fixtures may allow for additional elements such as banners or hanging planters.

5.10 **Signage**. Signage shall be provided for the proposed uses and for pedestrian safety based on applicable portions of the City Code, Chapter 110, Article III, Division 2, provided that, where said Division indicates a "public right-of-way entrance," a private right-of-way entrance may be substituted in its place. External illumination shall be allowed. Except as may be otherwise approved by the City Growth Management Director or his/her designee, all signage shall be ground mounted signage with the base not to exceed 5-feet in height and an overall height not to exceed 20-feet.

5.11 **Buffers**. Buffers shall comply with Section 122-260 of the City Code, except that (a) a minimum 50'-wide landscape buffer shall apply along the west boundary of the Property that may consist of existing trees and additional plantings to supplement where needed, (b) a minimum 20'-wide landscape buffer shall apply along the south and east sides of the Property, and (c) buffering along the access road or drive aisle constructed within Tract A shall be required as though such access road or drive aisle is a public street (even if it is initially privately owned and maintained).

5.12 Accent Materials. Accent features shall be provided to ensure aesthetically pleasing development, such as pavers, landscape islands with vertical plantings, accent building materials, or other architectural features.

5.13 Access; Reservation or Dedication of Land for Public Purposes.

5.13.1 Prior to issuance of the first certificate of occupancy for any new use on the Property, SE 24th Street must be reconstructed as a two-lane paved roadway with sidewalks and drainage, substantially in accordance with that certain cross-section plan attached hereto and incorporated herein as **Exhibit "B**,**"** from Maricamp Road (SR 464) to the intersection of SE 27th Terrace (the "Off-Site Road Improvements"). The City has assumed, or within ninety (90) days after the Effective Date will assume, ownership of (but not maintenance responsibility for) the existing SE 24th Street right-of-way, from Maricamp Road (SR 464) to SE 27th Terrace, from Marion County. The City agrees to assume maintenance responsibility for the Off-Site Road Improvements no later than upon completion of the Off-Site Road Improvements in accordance with this Agreement. Trust will construct, at no cost to the City, any deceleration lanes at the intersection of Maricamp Road (SR 464) and SE 24th Street that may be required by the Florida Department of Transportation in connection with its issuance of permits for construction of the Off-Site Road Improvements.

5.13.2 In addition to above, prior to issuance of the first certificate of occupancy for any new use on the Property, a minimum two-lane access road must be constructed along the north boundary of the Property that connects to existing SE 24th Street (the "On-Site Road Improvements"). The On-Site Road Improvements shall extend a minimum 350 feet into the Property from existing SE 24th Street in accordance with the alignment generally depicted on **Exhibit "C"** attached hereto and incorporated herein. As depicted on Exhibit "C," the On-Site Road Improvements may be wholly contained within the Property and the Access Easement (defined below); provided, however, nothing herein is intended to constitute a representation regarding the legal sufficiency of the Access Easement to accommodate such improvements, it being understood that such matter is outside of the scope of this Agreement and the City shall bear no responsibility for same. Notwithstanding the foregoing, if sufficient additional right-of-way (including, if applicable, any required easements or other property interests) is then available (at no cost to Trust) from the owner of the adjacent parcel to the north, then the parties agree that the On-Site Road Improvements shall extend a minimum 350 feet into the Property from existing SE 24th Street in accordance with the alignment generally depicted on **Exhibit "D"** attached hereto and incorporated herein. For clarity, Exhibit "D"

depicts the On-Site Road Improvements extending into portions of the Property and the adjacent parcel to the north by 350 feet. In either case, City shall not be responsible for obtaining any real property or interests therein vesting Trust with the right to construct On-Site Road Improvements.

5.13.3 The On-Site Road Improvements shall be constructed in accordance with City standards and specifications for access roads as may be approved by the City during the site plan or final engineering plan review process, provided the cross-section of the On-Site Road Improvements may (at Trust's option) be in substantial accordance with the cross-section plan attached as **Exhibit "B."** The On-Site Road Improvements shall remain privately owned and maintained except to the extent they are conveyed to and accepted by the City as public right-of-way in the City's sole discretion.

5.13.4 It is acknowledged that, after the Effective Date hereof, the City may, but shall not be required to, acquire additional right-of-way from (a) the owner of the adjacent property to the north, and (b) the owners who currently have a fee simple interest in SE 27th Terrace (subject to the Access Easement in favor of Trust and defined below), and combine such rights-of-way with the 33-foot-wide Tract A depicted on Exhibits "C" and "D" ("Tract A") to create a minimum 50'-wide public right-of-way through which SE 24th Street may be extended as a public road. Accordingly, Trust agrees to convey to the City by special warranty deed all or any portion of Tract A as may be requested by the City for public right-of-way purposes, within ninety (90) days after Trust's receipt of a written request therefor from the City. For clarity, Tract A shall remain privately owned and maintained except to the extent it is conveyed to and accepted by the City as public right-of-way in its sole discretion. In that such conveyance of Tract A and related costs are not required by City Code for development of the Project, the foregoing represents the maximum that Trust can contribute to the overall public interest without creating an unjust or inordinate burden on the Project.

5.13.5 In the event the City Code requires more than one means of ingress and egress for the proposed development of the Property, one of the required means of ingress and egress may be (but is not required to be) limited to use by emergency vehicles only ("Emergency Access"). Any such Emergency Access may be located at the easternmost of the two driveways depicted in Tract A on Exhibits "C" and "D" or at another location approved by the City.

5.13.6 Existing access to the Property is from SE 24th Street, which is public right-of-way. Approximately 8 feet of the fee simple interest of the Property is contiguous with SE 24th Street and another approximately

25 feet of the Property is contiguous with SE 24th Street by virtue of the Access Easement, all as depicted on Exhibits "C" and "D." The "Access Easement" means and refers to that certain easement for ingress and egress recorded at O.R. Book 173, Page 183, Public Records of Marion County, which easement benefits and runs with title to the Property and serves as a connection of the Property to SE 24th Street. Subject to Trust's compliance with all other conditions set forth in this Section 5.13, the City agrees that Trust's construction of the Off-Site Road Improvements and the On-Site Road Improvements as contemplated by this Agreement shall provide sufficient access for any new use to be developed on the Property in accordance with this Agreement.

6. <u>Traffic Facilities; Traffic Concurrency; Proportionate Share Payment</u>

6.1 Traffic Study. The Traffic Study established that, upon the completion of development of the Property for up to 320 multi-family units (or an equivalent use based on PM peak hour trips), and as a result of the additional vehicular trips generated as a result of such development, the signalized intersection of Maricamp Road (SR 464) and SE 24th Street would not operate compliant with its specified level of service (the "Deficient Facility"). In order to satisfy transportation concurrency requirements, the following three (3) improvements to the Deficient Facility are required (collectively, the "Required Improvements"):

6.1.1 Signal timing adjustments to allow for additional green time for the eastbound left-turn movement;

6.1.2 Extension of the eastbound left-turn lane to allow for additional queue storage; and

6.1.3 Installation of a R10-30 "Right Turn on Red Must Yield to U-Turn" sign for the southbound right-turn movement from SE 24th Street to SR 464.

6.2 Proportionate Share Obligation. Pursuant to Section 163.3180(5), Florida Statutes, the Project's proportionate share percentage of the Required Improvements is 100%. It is further agreed by the Parties that the projected total cost of the Required Improvements is $37,500.00 resulting in a total proportionate share payment obligation for the Project of $37,500.00 (*i.e.*, 100% x $37,500.00) (the "Proportionate Share Payment"). The Proportionate Share Payment shall be paid to the City prior to the issuance of the first building permit for vertical construction of the Project.

6.3 Proportionate Share Payment Credits. City acknowledges that, pursuant to Section 163.3180(5)(h)2.e., Florida Statutes, Trust shall receive credits on a dollar-for-dollar basis for impact fees, mobility fees, or other transportation concurrency requirements paid or payable in the future with respect to the Project. Because the

County is not a party to this Agreement, Trust shall make appropriate notification and application to County with respect to Trust's rights to such dollar-for-dollar credit (this same procedure would be applicable in the event the County attempts to adopt or impose any mobility or other transportation concurrency mitigation requirements that are payable with respect to the Project).

7. Capacity Reservations.

7.1 Reservation of Capacity. Trust has previously submitted to City a request for a certificate of capacity for the Project. Simultaneous with the execution of this Agreement, City will issue to Trust, for the benefit of the Property, a certificate of capacity in accordance with the normal procedures of City's CMS that reserves transportation capacity for the development of up to 320 multi-family dwelling units on the Property (or the equivalent thereof based on pm peak hour trips in the event the Property is developed for an allowed use other than multi-family residential). Such reservation of capacity shall have a term commencing on the Effective Date of this Agreement and ending on the date that is 30 years after the Effective Date of this Agreement. Any extensions of the reservation of capacity beyond such date shall require an amendment of this Agreement and subsequent review and approval of an updated Traffic Study.

7.2 Capacity Reservation Fees. In consideration of Trust's agreement to improve and dedicate right-of-way for SE 24th Street as contemplated in Section 5.13 and Trust's agreement to make the Proportionate Share Payment, City agrees that, in lieu of the schedule provided in Section 86-7(c)(2) of the City Code, Trust's obligation to pay capacity reservation fees (in the form of prepaid transportation impact fees) may be satisfied as follows:

7.2.1 One hundred percent (100%) of the transportation impact fee obligation for the Project shall be prepaid prior to issuance of the first building permit for vertical construction of the Project.

8. Development Permits Required.

8.1 Local Development Permits. The local development permits approved or needed to be approved for development of the Project in accordance with the provisions of this Agreement, and the status of each such permit or approval, are as follows:

PERMITS/APPROVALS	**STATUS**
City Rezoning Approval to R-3	Approved
• For New Single-Family Residential Only: City Preliminary Plat (aka, Conceptual Plan), Final Plat, and Improvement Plans Approval • For All Other New Development: City Site Plan Approval	To Be Obtained
City Building Permits	To Be Obtained
Off-Site Improvements Plan Approvals (for off-site transportation improvements to SE 24th Street)	To Be Obtained

PERMITS/APPROVALS	STATUS
Issuance of Certificate of Concurrency by City	Pending
Water Management District Environmental Resources (Stormwater) Permit	To Be Obtained
FDEP Permit — extension of City potable water system	To Be Obtained
FDEP Permit — extension of City sanitary sewer system	To Be Obtained
FDOT Permits, as may be applicable	To Be Obtained (if applicable)

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

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

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

9.1 **Transportation Facilities.** Details of traffic facilities servicing the Project are included in the Traffic Study and identified in Sections 5.13 and 6.1. The Traffic Study establishes that the impact on public transportation facilities by development of the Project for up to 320 multi-family units (or an equivalent number of pm peak hour trips) will result in one intersection providing a sub-standard level of service. The Trust's obligations with respect to the impacted facility shall be satisfied by Trust's payment of the Proportionate Share Payment to the City.

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

9.3 **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.

9.4 **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 development of the Project.

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

9.5.1 Elementary School — South Ocala Elementary School

9.5.2 Middle School — Osceola Middle School

9.5.3 High School — Forest High School

9.6 Recreational Facilities. The Property is served by recreational facilities owned by the City, including Jervey Gantt Park, located within 1.2 miles of the Property.

9.7 Health Systems and Facilities. Both Ocala Regional Medical Center and AdventHealth Ocala operate general community hospitals which serve the Property, both located approximately 3.5 miles from the Property.

10. **Consistency**. Development of the Property as contemplated herein is consistent with the City Comprehensive Plan and Land Development Regulations.

11. **Local Laws and Policies**. To the extent permitted by law and in accordance with Section 163.3233, Florida Statutes, the City's laws and policies (including, without limitation, the City Comprehensive Plan and City Code) governing the development of the Property as of the Effective Date shall continue to govern the development of the Property for the duration of this Agreement and no law or policy or change in law or policy adopted by the City after the Effective Date shall apply to the Property, except as authorized in accordance with Section 163.3233(2), Florida Statutes, or except as specifically authorized in writing by Trust.

12. **General Provisions**.

12.1 Notices. With respect to any Notices required to be given under the terms of this Agreement, such Notices shall be deemed given and effective:

12.1.1 Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section; or

12.1.2 The date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express or UPS, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section:

AS TO THE CITY: City of Ocala, Florida
Attn: City Manager
110 SE Watula Avenue
Ocala, FL 34471
(352) 629-8401

With Copy To: City of Ocala Growth Management Department
Attn: Director of Growth Management

201 SE 3rd Street, 2nd Floor
Ocala, FL 34471
(352) 629-8490

With Copy To: City of Ocala Engineering Department
Attn: City Engineer
1805 NE 30th Avenue, Bldg. 600
Ocala, FL 34470
(352) 351-6772

AS TO TRUST: Donna Machelle Albright Family Trust
Attn: Clay Albright
P.O. Box 3718
Ocala, FL 34478

With Copy To: Chris Roper, Esq.
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, FL 32801
(407) 423-4000

Any party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this Section.

12.2 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among the Parties, 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.

12.3 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. Except as herein specifically provided no right, privileges of 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.

12.4 Default Provisions.

12.4.1 Except as otherwise provided in paragraph 12.4.5, 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.

12.4.2 All 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.

12.4.3 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 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.

12.4.4 In the event of a material default by Trust with respect to obligations to City under this Agreement, and failure of Trust 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 regarding the Property until the default has been cured. The Parties agree that failure of Trust to timely pay any funds owed under the provisions of this Agreement shall constitute a default with respect to the owner's obligations hereunder, and therefore would permit City to withhold permits for the Property.

12.4.5 If, after an annual review of the Property in accordance with Section 163.3235, Florida Statutes, the City Growth Management Director makes a preliminary finding that there has been an uncured default by Trust under this Agreement, the Agreement may be referred to the City Council who shall conduct two public hearings (and written notice shall be provided to Trust at least 7 days prior to each hearing) to determine whether, based on substantial competent evidence, Trust has complied in good faith with the terms and conditions of this Agreement. If the City Council determines, based on substantial competent evidence, that Trust has not complied in good faith with the terms and conditions of this Agreement, then the City Council may consider revoking or modifying this Agreement.

12.5 Estoppel Statements. 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:

12.5.1 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.

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

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

12.5.4 That 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.

12.5.5 That, as to the Property or any 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 Certificates of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

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 subject 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.

12.6 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.

12.7 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. There are no representations or warranties other than those set forth herein.

12.8 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.

12.9 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.

12.10 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.

12.11 Successors and Assigns.

12.11.1 Pursuant to the provisions of Section 163.3239, Florida Statutes, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, the Parties hereto and their respective successors and assigns. This Agreement shall run with title to the Property.

12.11.2 Upon written assignment of this Agreement to a successor owner of all of the Property (less any portions conveyed to the City or other governmental authority), Donna Machelle Albright, as Trustee of the Donna Machelle Albright Family Trust, dated July 2, 1999, as amended and restated on December 29, 2010, shall be relieved of all of its obligations under this Agreement.

12.12 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.

12.13 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.

12.14 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.

12.15 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

12.16 Effective Date. This Agreement shall become effective upon the occurrence of execution of this Agreement by all Parties, and the recordation of the Agreement in the Public Records of Marion County, Florida within fourteen (14) days after execution of this Agreement by all parties.

12.17 Duration. The term of this Agreement shall be for a period of thirty (30) years commencing on the Effective Date, unless it is extended by mutual consent of the Parties in accordance with Section 163.3229, Florida Statutes.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set forth below.

"Trust"

Signed, sealed and delivered in the presence of:

DONNA MACHELLE ALBRIGHT, as Trustee of the DONNA MACHELLE ALBRIGHT FAMILY TRUST, dated July 2, 1999, as amended and restated on December 29, 2010

_____
Print Name:_____

_____
Print Name:_____

By: _____
Donna Machelle Albright, as Trustee

Date: _____, 2022

STATE OF FLORIDA

COUNTY OF _____

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2022, by DONNA MACHELLE ALBRIGHT, as Trustee of the DONNA MACHELLE ALBRIGHT FAMILY TRUST, dated July 2, 1999, as amended and restated on December 29, 2010, who [ ] is personally known to me OR [ ] has produced _____ as identification.

_____
Signature of Notary Public – State of Florida

Print Name_____
Commission Number_____
My Commission Expires_____

"City"

CITY OF OCALA, FLORIDA, a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____, 2022

ATTEST

_____
Angel B. Jacobs, City Clerk

APPROVED AS TO FORM
AND LEGALITY:

_____
Robert W. Batsel, Jr., City Attorney

Exhibit "A"

(Legal Description of the Property)

Legal Description:

Parcel No. 1:

That part of the North 16 chains of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) lying North of the A.C.L. Railroad in Section 27, Township 15 South, Range 22 East, Marion County, Florida.
EXCEPT Southerly 50 feet and EXCEPT Easterly 50 Feet.

AND ALSO:

Easement for ingress and egress over the North 50 feet of the East 50 feet of Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4) of said Section 27, Marion County, Florida.

Parcel No. 2:

The South 8.00 feet of the SW 1/4 of the SW 1/4 of Section 22, Township 15 South, Range 22 East, Marion County, Florida.

Parcel Number:
29850-000-27

Exhibit "B"

(Cross Section Plan)

(see attached)

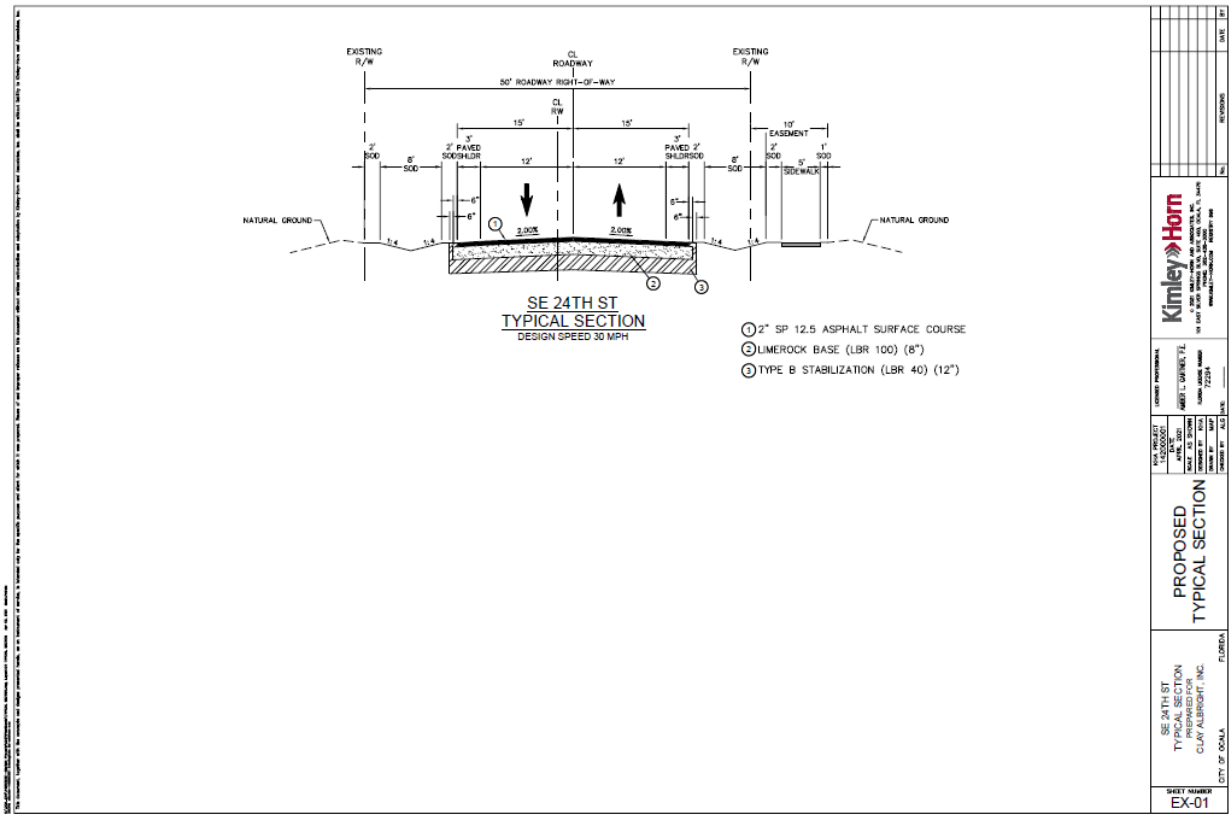

EXISTING R/W
CL ROADWAY
EXISTING R/W
50' ROADWAY RIGHT-OF-WAY
CL R/W
15'
15'
10' EASEMENT
2' SOD
8' SOD
3' PAVED SODSHLDR
12'
12'
3' PAVED 2' SHLDRSOD
8' SOD
2' SOD
5' SIDEWALK
1' SOD
NATURAL GROUND
NATURAL GROUND
6"
6"
6"
6"
2.00%
2.00%
1:4
1:4
1:4
1:4
1
2
3
SE 24TH ST
TYPICAL SECTION
DESIGN SPEED 30 MPH
1 2" SP 12.5 ASPHALT SURFACE COURSE
2 LIMEROCK BASE (LBR 100) (8")
3 TYPE B STABILIZATION (LBR 40) (12")
Kimley»Horn
PROPOSED TYPICAL SECTION
SE 24TH ST TYPICAL SECTION PREPARED FOR CLAY ALBRIGHT, INC.
CITY OF OCALA
FLORIDA
SHEET NUMBER
EX-01

Exhibit "C"

(On-Site Road Improvements –Within Trust Property)

(see attached)

Exhibit "D"

(On-Site Road Improvements –Within Trust Property and Adjacent Parcel to the North)

(see attached)

HASELDEN PROPERTY
PARCEL # 29509-000-49

TRACT A

33'
50'
8'
24'
350'

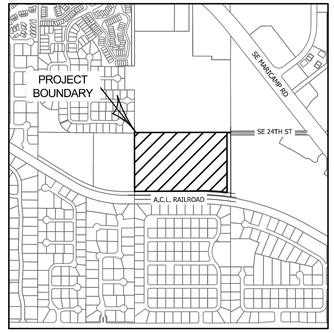
SE 24TH ST

50' x 50' EASEMENT FOR INGRESS AND EGRESS RESERVED PER ORB 173, PG 183 (PRIVATE ROAD ITEM #1)

ALBRIGHT PROPERTY

SE 27TH TERRACE

SE 26TH STREET



VICINITY MAP
SCALE: 1" = 1,000'

SITE DATA TABLE

OWNER:
DEVELOPER: ALBRIGHT INC.
ADDRESS: PO BOX 3718
OCALA, FL, 34478

PARCELS:
29850-000-27

PROJECT AREA:
TOTAL = 23.65 ± AC.

LAND USE & ZONING:
EXISTING FUTURE LAND USE: LOW INTENSITY
EXISTING ZONING: N/A
PROPOSED ZONING: R-3

NOTES

1. TRACT A - PROPOSED PRIVATE DRIVE, FUTURE CITY OF OCALA RIGHT OF WAY DEDICATION

NORTH

0 60' 120'
SCALE: 1"=60

Albright Ocala Apartments

OCALA, MARION COUNTY, FLORIDA

Tillman & Associates
ENGINEERING, LLC.
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

REVISIONS
DATE

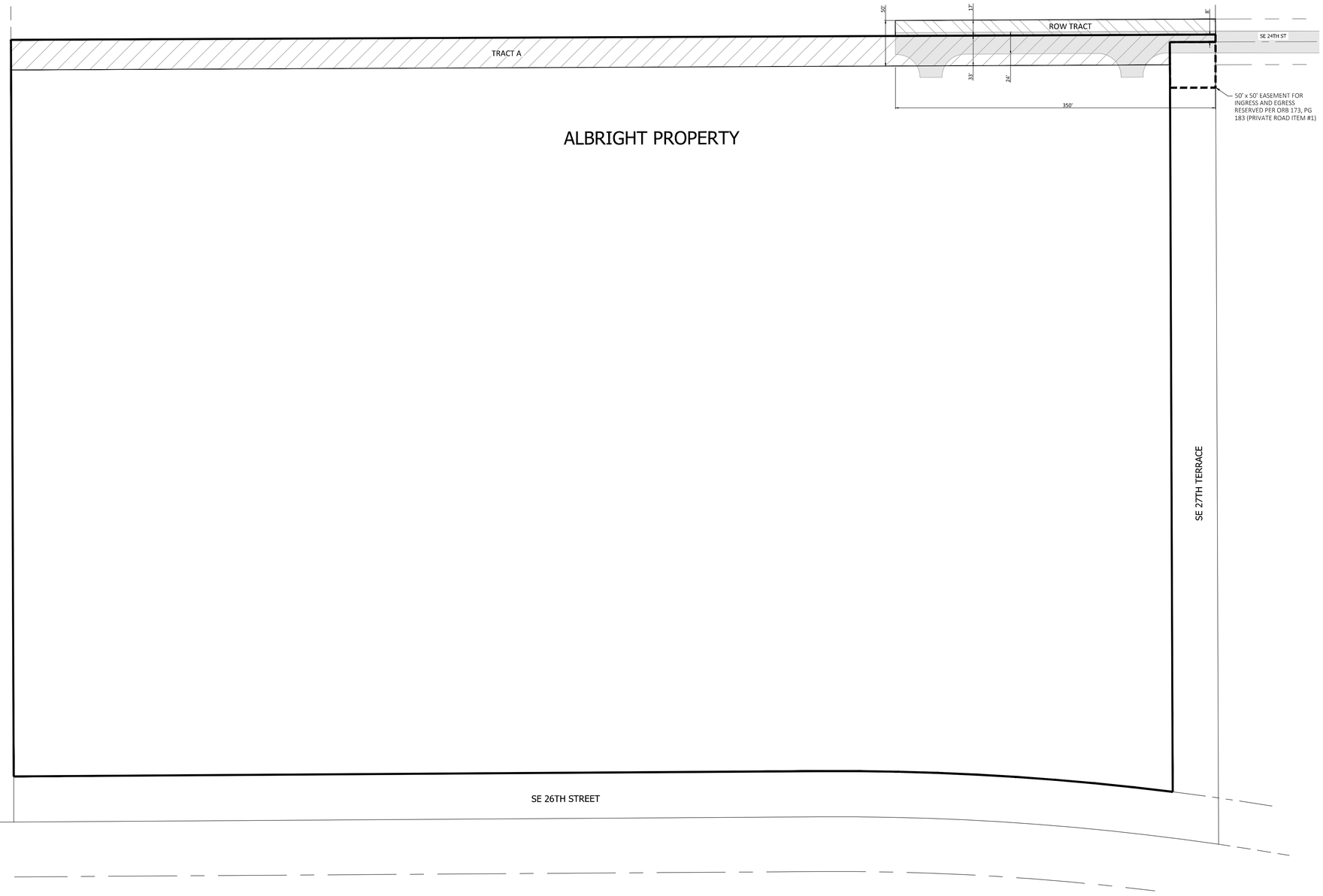
ALBRIGHT OCALA APARTMENTS
CITY OF OCALA
MARION COUNTY, FLORIDA

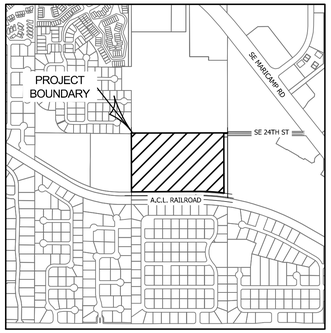
CONCEPT PLAN B

DATE 07-21-2021
DRAWN BY AAS
CHKD. BY TCB
JOB NO. 21-7032

SHT. 1 / 1

HASELDEN PROPERTY
PARCEL # 29509-000-49





VICINITY MAP
SCALE: 1" = 1,000'

SITE DATA TABLE

OWNER:
DEVELOPER: ALBRIGHT INC.
ADDRESS: PO BOX 3718
OCALA, FL, 34478

PARCELS:
29850-000-27

PROJECT AREA:
TOTAL = 23.65 ± AC.

LAND USE & ZONING:
EXISTING FUTURE LAND USE: LOW INTENSITY
EXISTING ZONING: N/A
PROPOSED ZONING: R-3

NOTES

1. TRACT A - PROPOSED PRIVATE DRIVE, FUTURE CITY OF OCALA RIGHT OF WAY DEDICATION

NORTH

0 60' 120'
SCALE: 1"=60

Albright Ocala Apartments

OCALA, MARION COUNTY, FLORIDA

Tillman & Associates
ENGINEERING, LLC.
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

REVISIONS
DATE

ALBRIGHT OCALA APARTMENTS
CITY OF OCALA
MARION COUNTY, FLORIDA

CONCEPT PLAN A

DATE 07-21-2021
DRAWN BY AAS
CHKD. BY TCB
JOB NO. 21-7032

SHT. 1 / 1

TRAFFIC IMPACT ANALYSIS

ALBRIGHT PROPERTY

CITY OF OCALA, FLORIDA

Prepared for:

CLAY ALBRIGHT, INC.

Prepared by:

KIMLEY-HORN AND ASSOCIATES, INC.

SEPTEMBER 2021

Kimley»Horn

TRAFFIC IMPACT ANALYSIS

ALBRIGHT PROPERTY

CITY OF OCALA, FLORIDA

Prepared for:

CLAY ALBRIGHT, INC.

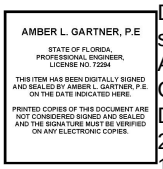
Prepared by:

KIMLEY-HORN AND ASSOCIATES, INC.

142000002
September 2021
© Kimley-Horn and Associates, Inc.
101 E Silver Springs Blvd, Suite 400
Ocala, Florida 34470
352 438 3000

Kimley»Horn

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



Digitally signed by Amber L Gartner
Date: 2021.10.15 11:05:40-04'00'

_____

AMBER L. GARTNER, P.E.
Florida Registration #72294
Kimley-Horn Registry #696

EXECUTIVE SUMMARY

Kimley-Horn has performed a Traffic Impact Analysis (TIA) for a proposed residential development. The project site is generally located on the southwest corner of SR 464 and SE 24th Street (unsignalized) in the City of Ocala, Florida.

A comprehensive plan amendment and rezoning application for the property are under review by the City of Ocala. The proposed zoning is R-3 and will allow up to 320 residential dwelling units. Access to the site will be provided via SE 24th Street, which connects to SR 464/Maricamp Road at an existing right-in/right-out intersection. SE 24th Street will be extended westward along the project frontage, with two access driveways constructed to SE 24th Street for the proposed residential development.

The traffic analysis was performed considering a buildout year of 2025 and a development program of 320 multi-family dwelling units. The operating conditions within the study area were evaluated for the PM peak hour existing conditions, future background (before addition of project traffic) conditions and buildout traffic conditions (with project traffic) for the study area intersections and roadway segments.

There are transportation improvements within the study area identified to be needed prior to the addition of project traffic. Traffic from the proposed development does not have an adverse impact on the operating conditions of the roadway segments or intersections within the study area.

The following traffic operational improvements are proposed at the intersection of SR 464 and SE 24th Street to facilitate ingress and egress traffic from the proposed site.

- Signal timing adjustments to allow for additional green time for the eastbound left-turn movement
- Extension of the eastbound left-turn lane to allow for additional queue storage
- Installation of a R10-30 “Right Turn on Red Must Yield to U-Turn” sign and post for the southbound right-turn movement from SE 24th Street to SR 464

The project owner will enter into a Concurrency Development Agreement for contribution of proportionate share towards these improvements.

The analysis has been performed in accordance with the City of Ocala/Marion County Traffic Impact Analysis guidelines and the previously approved methodology. The analysis herein supports the traffic concurrency reservation for the site.

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INTRODUCTION

Kimley-Horn has performed a TIA for the proposed Albright Property. The project site is generally located on the southwest corner of SR 464 and SE 24th Street (unsignalized) in the City of Ocala, Florida. The site is proposed to contain a residential development, with up to 320 dwelling units allowed.

The TIA identifies transportation needs within the study area under existing conditions, future background conditions (before the addition of project traffic) and project buildout conditions (with project traffic) for the PM peak hour. Additionally, the intersection of SR 464 and SE 24th Street (signalized) was analyzed for existing conditions, future background conditions (before the addition of project traffic) and project buildout conditions (with project traffic) for the AM peak hour. The eastbound left turn lane on SR 464 at SE 24th Street (signalized) and westbound left turn lane on SR 464 at SE 30th Avenue (unsignalized) were evaluated for improvements needed to accommodate the ingress and egress u-turns for the project.

The right-in/right-out intersection on SR 464 to SE 24th Street (unsignalized) will be utilized for ingress and egress project traffic. A roadway agreement (Agreement Regarding SE 24th Street, dated May 17 2021) has been executed with the adjacent ARC Commercial project for improvements to SE 24th Street. The ARC Commercial project will be responsible for constructing an eastbound right turn lane from SR 464 to SE 24th Street.

This analysis has been performed in accordance with the City of Ocala/Marion County Traffic Impact Analysis guidelines and the methodology, which was approved by the City of Ocala. The approved methodology and methodology correspondence are included in the **Appendix**.

This TIA is based on data collected by Kimley-Horn and supplemented by information obtained from the Ocala Marion TPO, Marion County, and the Florida Department of Transportation (FDOT) sources. The study observed the established procedures found in Institute of Transportation Engineers (ITE) sources, FDOT sources, and the *2016 Highway Capacity Manual* (HCM 2016 or HCM6).

PROJECT TRAFFIC

TRIP GENERATION

The trip generation potential of the proposed development program was calculated based on rates and equations contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual,* 10th Edition. ITE land use code 220 (Multi-Family Residential [Low-Rise]) was applied to determine the development's trip generation potential. No internal capture or pass-by was applied.

Based on the development program provided, the project is anticipated to generate 2,378 net new daily trips, 144 net new AM peak hour trips (33 in, 111 out), and 166 net new PM peak hour trips (105 in, 61 out) at full buildout. **Table 1** illustrates the trip generation calculations for the site.

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 Buildout								
Multi-Family Residential (Low-Rise)	320 DU	2,378	144	33	111	166	105	61

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

Multi-Family Residential (Low-Rise) [ITE 220]

Daily	T = 7.56(X) - 40.86; (X is number of dwelling units)
AM Peak Hour of Adjacent Street	Ln(T) = 0.95Ln(X) - 0.51; (X is number of dwelling units); (23% in, 77% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.89Ln(X) - 0.02; (X is number of dwelling units); (63% in, 37% out)

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TRIP DISTRIBUTION, ASSIGNMENT, AND STUDY AREA

The project's trip distribution was determined based on the Central Florida Regional Planning Model (CFRPM) version 6.1, which is based on the Florida Standard Urban Transportation Planning Model (FSUTMS). The trip distribution utilized for the analysis was approved during the methodology process.

Project traffic was assigned within the study area by applying the external trip distribution to the trip generation potential. The study area for the project included all roadway segments where project traffic consumes 3% or more of the subject segment's peak hour directional service capacity, plus one segment beyond, consistent with the approved methodology. The service volumes for evaluated roadways were obtained utilizing functional classification and level of service information published by the Ocala Marion 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, and were evaluated for PM peak hour traffic conditions (4 - 6 PM) directional level of service:

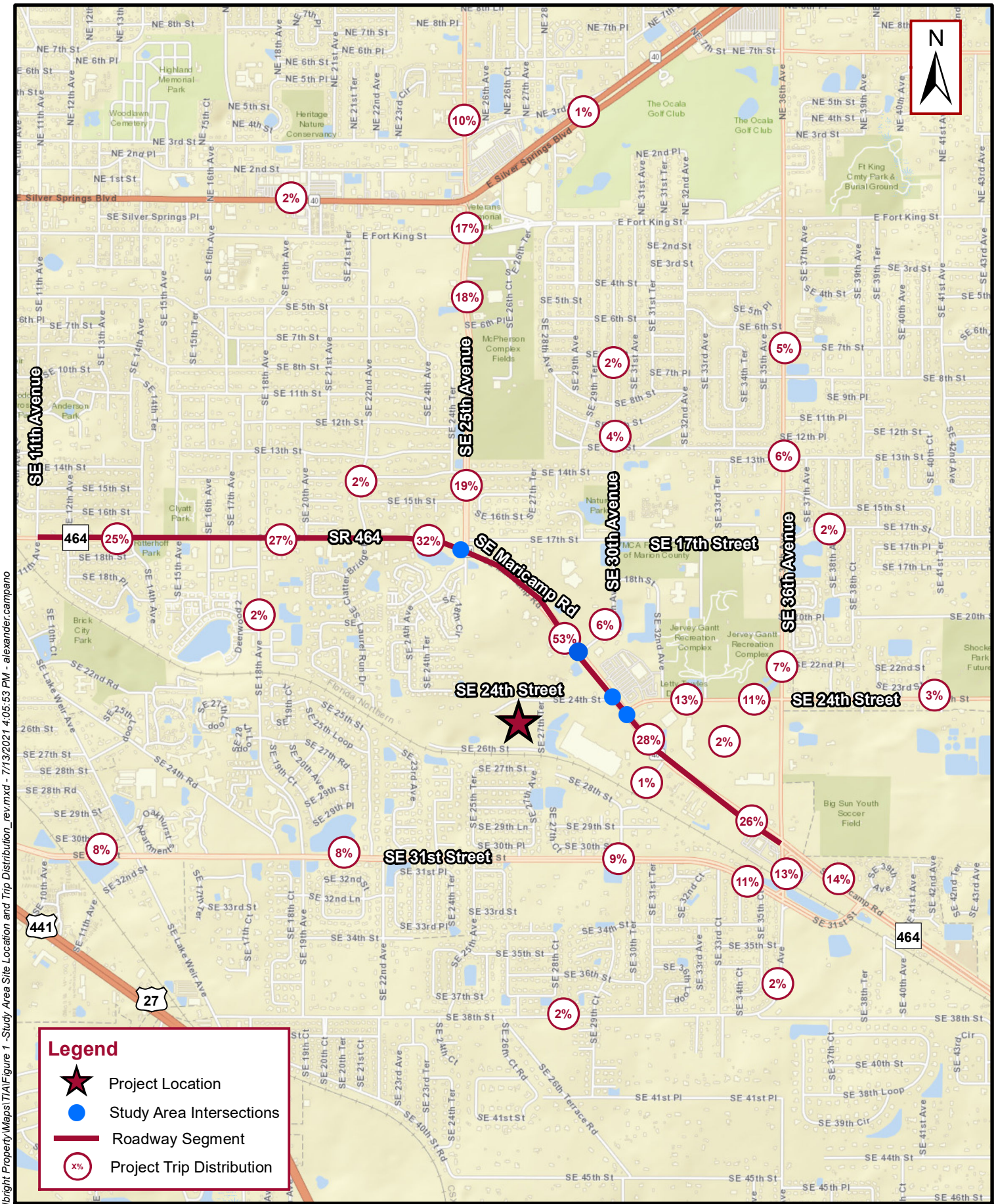
- SR 464/Maricamp Road from SE 11th Avenue to SE 25th Avenue (one link beyond, not significant)
- SR 464/Maricamp Road from SE 25th Avenue to SE 24th Street (significantly impacted)
- SR 464/Maricamp Road from SE 24th Street to SE 36th Avenue (one link beyond, not significant)

The following study area intersections were studied within the traffic impact analysis for the PM peak hour:

- SR 464/Maricamp Road and SE 25th Avenue (signalized)
- SR 464/Maricamp Road and SE 30th Avenue (unsignalized)
- SR 464/Maricamp Road and SE 24th Street (right-in/right-out)
- SR 464/Maricamp Road and SE 24th Street (signalized)

In addition, the intersection of SR 464/Maricamp Road and SE 24th Street (signalized) was evaluated during the AM peak hour.

Figure 1 illustrates the project traffic trip distribution and the study area roadway segments and intersections.



K:\OCA_GIS\142000002-Albright Property\Maps\TIA\Figure 1 -Study Area Site Location and Trip Distribution_rev.mxd - 7/13/2021 4:05:53 PM - alexander.campano

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

ALBRIGHT PROPERTY
CITY OF OCALA, FLORIDA

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EXISTING CONDITIONS ANALYSIS

EXISTING TRAFFIC VOLUME DEVELOPMENT

Turning movement counts were collected at the study area intersections during the PM peak hour of adjacent street traffic (4 – 6 PM) on Wednesday May 12, 2021 and Tuesday June 8, 2021. An additional turning movement count was collected for the intersection of SR 464 at SE 24th Street (signalized) during the AM peak hour of adjacent street traffic (7 – 9 AM) on Tuesday June 8, 2021.

The peak hour factors, right turn on red percentage (RTOR%), and truck percentages observed in the field were utilized for the intersection operational analyses for all scenarios. A minimum truck percentage of 2% was utilized for the analysis. The truck percentages from the turning movement counts were reviewed against the truck factors reported by FDOT and found to be consistent.

Peak season factors published by FDOT for year 2019 were utilized to adjust the observed traffic volumes to peak season volumes. The latest year 2020 peak season factors were not utilized due to traffic patterns being atypical in 2020 due to the Covid-19 pandemic.

The collected turning movement counts were utilized for the roadway segment level of service analysis and intersection operational analysis. The intersection volume development sheets located in the **Appendix** show how the observed traffic volumes were factored to develop the existing year 2021 peak season traffic volumes.

EXISTING CONDITIONS ROADWAY SEGMENT ANALYSIS

Study area roadway segments were evaluated to determine the existing PM peak hour levels of service. The adopted LOS service volumes were obtained using the City of Ocala Comprehensive Plan, latest Marion County Roadway Segment Tables and the 2020 FDOT Quality/Level of Service Handbook. The service volumes utilized for the analysis were proposed during the methodology review process.

The existing PM peak hour directional traffic volumes on the roadway segments were calculated using the PM peak hour turning movement counts. The reported 2021 existing traffic volume was generated from the approach and departure volumes for the study area intersection and adjusted to peak season using the applicable FDOT peak season factors.

Table 2 illustrates the existing peak hour traffic 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 (2021)

Roadway		Roadway Attributes [1]						Existing PM Peak Hour Peak Season (2021) [2]					
		Functional Classification	Area Type	Adopted LOS	Number of Lanes	Peak Hour Directional Service Capacity	Daily Service Capacity	Volumes		V/C Ratios		LOS [3]	
From	To							NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB
SR 464													
SE 11th Avenue	SE 25th Avenue	Minor Arterial	U	E	4D	2,100	41,790	1,803	1,249	0.86	0.59	C	C
SE 25th Avenue	SE 24th Street	Minor Arterial	U	E	4D	2,100	41,790	1,765	1,177	0.84	0.56	C	C
SE 24th Street	SE 36th Avenue	Minor Arterial	U	E	4D	2,100	41,790	1,607	1,124	0.77	0.54	C	C

Notes:
1. The roadway attributes were obtained from the latest FDOT Urban Area Boundary & Federal Functional Classification Map for Marion County, City of Ocala Comprehensive Plan Transportation Element, and THE 2020 FDOT Quality/LOS Handbook.
2. Volumes derived form the observed traffic counts and ajusted to peak season using FDOT Traffic Online MOCF and weekly adjustment factors.
3. LOS derived utilizng the 2020 FDOT Quality/LOS Tables.

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EXISTING CONDITIONS INTERSECTION ANALYSIS

The existing (2021) intersection operating conditions were evaluated using the collected traffic counts modified to peak season as summarized above. The operating conditions at the study intersections were analyzed using the Synchro 11 software package, which implements the procedures of the latest Highway Capacity Manual (HCM 6). Existing lane geometry, peak hour factors, right turn on red percentage (RTOR%), and truck percentages observed in the field were utilized for the capacity analyses.

Table 3 provides a summary of the intersection analysis.

The intersection of SR 464 and SE 25th Avenue operates with level of service (LOS) F for the northbound and southbound minor street approaches, with volume to capacity (V/C) ratios less than 1.0 for PM peak hour existing conditions. The eastbound left-turn movement operates with LOS F and V/C ratio less than 1.0. The overall LOS for the intersection is E.

The southbound stop-controlled through/left-turn movement on SE 30th Avenue at SR 464 operates with LOS F, with V/C ratio less than 1.0 for existing PM peak hour traffic conditions.

All four left-turn movements at the intersection of SR 464 and SE 24th Street (signalized) operate with LOS F, with the westbound left-turn and northbound right-turn operating with V/C ratios greater than 1.0 for existing PM peak hour traffic conditions. The overall LOS for the intersection is E. The intersection operates with LOS F for the eastbound and westbound left-turn movements and V/C ratios less than 1.0 for existing AM peak hour traffic conditions.

The Synchro 11 analysis output is provided in the **Appendix**.

Table 3: Existing Conditions Peak Hour Intersection Analysis Summary (2021)

Intersection	2021 Existing Conditions		
	LOS	Delay (S)	Max Movement V/C
Signalized[1]			
SR 464 & SE 25th Ave	E	64.0	0.97
SR 464 & SE 24th St (AM)	C	26.0	0.84
SR 464 & SE 24th St (PM)	E	57.8	1.53
Unsignalized[2]			
SR 464 & SE 30th Ave	E/C	47.9/20.0	0.29
SR 464 & SE 24th St (Driveway)	C	18.3	0.09

Notes:

1. For signalized intersections, LOS and delay are reported for the entire intersection.

2. Intersection LOS and delay at unsignalized intersections are reported for the stop-controlled approaches only; values are reported as NB/SB LOS and delay.

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FUTURE TRAFFIC CONDITIONS

BACKGROUND DEVELOPMENT TRAFFIC AND TRANSPORTATION IMPROVEMENTS

The Albright property shares SE 24th Street as an access roadway with property owned by Advocacy Resource Center Marion, Inc. (ARC). A portion (approximately 4.35 acres) of the ARC property is proposed to be developed with the Maricamp Road Commercial Development and the remainder of the ARC property will continue to be used for institutional purposes. Traffic from the proposed ARC Commercial development has been included as background traffic at the request of the City of Ocala. The ARC Commercial development proposes 57,630 square feet of retail uses in the northwest corner of the intersection of SR 464 and SE 24th Street (unsignalized). The trip generation and distribution provided in the ARC Commercial methodology (prepared by ETM, dated August 2, 2021).

To address the cumulative impact of both developments on the shared roadway, ARC and the owner of the Albright property entered into that certain Agreement Regarding SE 24th Street on May 17, 2021 (Agreement). The Agreement provides a mechanism for the parties to improve SE 24th Street (west of SR 464) to City standards in connection with development of both parties' properties.

The ARC Commercial development has proposed to construct the following site access improvements, which were assumed in the background and buildout conditions analysis:

- Construction of an eastbound right-turn lane on SR 464 at SE 24th Street (unsignalized)
- Construction of an eastbound right-turn lane on SR 464 at SE 30th Avenue
- Construction of an additional northbound egress lane on SE 30th Avenue (left-turn lane and through-right turn lane)

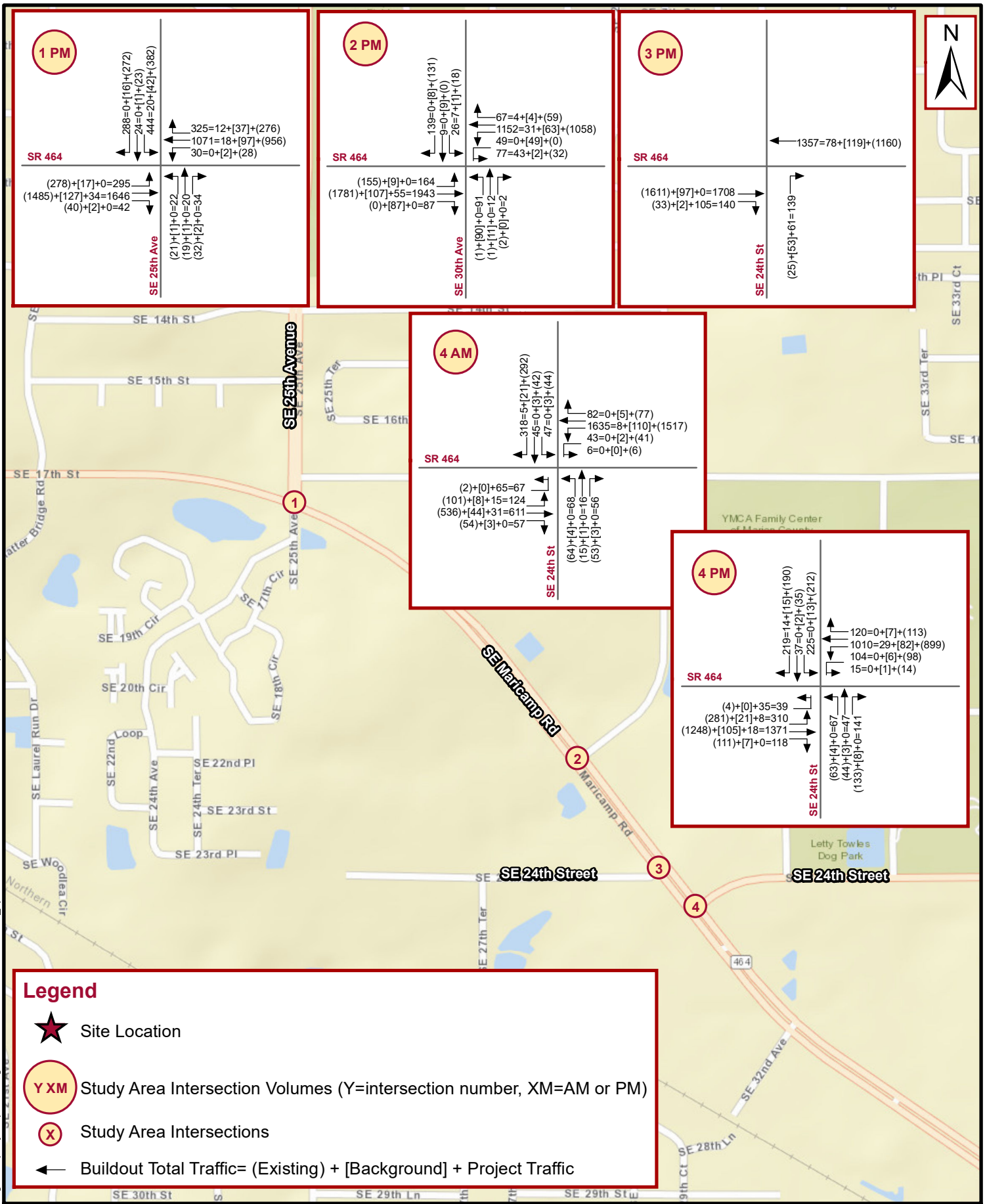
The ARC Commercial development traffic was included as background traffic in the analysis. Excerpts from the ARC Commercial development detailing the trip generation potential and trip distribution are included in the **Appendix**.

FUTURE TRAFFIC VOLUME DEVELOPMENT

Future background traffic volumes were calculated using existing peak season traffic volumes, an annual background growth rate applied between the 2021 existing year and 2025 buildout timeframe, plus background project traffic. A 1.50% background annual growth rate was utilized per the approved methodology.

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

Worksheets detailing the future conditions intersection volume development are contained in the **Appendix**. The weekday peak hour buildout total traffic volumes are illustrated in **Figure 2**.



K:\OCA_GIS\142000002-Albright Property\Maps\TIA\Figure 2 - Peak Hour Buildout Traffic_updated.mxd - 9/9/2021 4:50:34 PM - Alexander.Campano

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FIGURE 2 - PEAK HOUR BUILDOUT TOTAL TRAFFIC

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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 traffic conditions (before the addition of project traffic) during the PM peak hour. Traffic from the ARC Commercial development is included as background traffic for the future background roadway segment analysis.

The service volumes for roadways within the study area were obtained utilizing functional classification and level of service information published by the Ocala Marion TPO and FDOT. All study area roadway segments are shown to operate within the adopted service capacity under future background (non-project) traffic conditions during the PM peak hour.

The future background conditions roadway segment analyses are detailed in **Table 4**.

FUTURE BUILDOUT ROADWAY SEGMENT ANALYSIS

The roadway segments within the study area were evaluated for level of service under future buildout 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.

All roadway segments within the study area are shown to operate with an acceptable level of service with 2025 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 5**.

Table 4: Future Background Conditions PM Peak Hour Roadway Segment Analysis (2025)

Roadway		Roadway Attributes [1]						Existing PM Peak Hour Peak Season (2021) [2]		Applied Growth Rate	Future Non-Project PM Peak Hour Traffic Conditions (2025) [3]									
		Functional Classification	Area Type	Adopted LOS	Number of Lanes	Peak Hour Directional Service Capacity	Daily Service Capacity	Volumes			Volumes		Vested		Total Background		V/C Ratios		LOS [4]	
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
SR 464																				
SE 11th Avenue	SE 25th Avenue	Minor Arterial	U	E	4D	2,100	41,790	1,803	1,249	1.5%	1,911	1,324	38	40	1,949	1,364	0.93	0.65	C	C
SE 25th Avenue	SE 24th Street	Minor Arterial	U	E	4D	2,100	41,790	1,765	1,177	1.5%	1,871	1,248	38	55	1,909	1,303	0.91	0.62	C	C
SE 24th Street	SE 36th Avenue	Minor Arterial	U	E	4D	2,100	41,790	1,607	1,124	1.5%	1,703	1,191	30	28	1,733	1,219	0.83	0.58	C	C

Notes:
1. The roadway attributes were obtained from the latest FDOT Urban Area Boundary & Federal Functional Classification Map for Marion County, City of Ocala Comprehensive Plan Transportation Element, and THE 2020 FDOT Quality/LOS Handbook.
2. Volumes derived form the observed traffic counts and ajusted to peak season using FDOT Traffic Online MOCF and weekly adjustment factors.
3. Volumes derived by applying the study area growth rate to the existing peak season volumes, with ARC Commercial project traffic added as vested traffic.
4. LOS derived utilizng the 2020 FDOT Quality/LOS Tables.

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Table 5: Buildout Conditions PM Peak Hour Roadway Segment Analysis (2025)

Roadway		Roadway Attributes [1]						Future Non-Project PM Peak Hour Traffic Conditions (2025) [2]		PM Peak Hour Project Traffic				Future Buildout PM Peak Hour Traffic Conditions (2025) [4]					
		Functional Classification	Area Type	Adopted LOS	Number of Lanes	Peak Hour Directional Service Capacity	Daily Service Capacity	Volumes		% Assign [3]	NB / EB	SB / WB	Max % Impact	Volumes		V/C Ratios		LOS [5]	
From	To							NB / EB	SB / WB					NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB
SR 464																			
SE 11th Avenue	SE 25th Avenue	Minor Arterial	U	E	4D	2,100	41,790	1,949	1,364	28%	29	17	1.38%	1,978	1,381	0.94	0.66	C	C
SE 25th Avenue	SE 24th Street	Minor Arterial	U	E	4D	2,100	41,790	1,909	1,303	53%	56	32	2.67%	1,965	1,335	0.94	0.64	C	C
SE 24th Street	SE 36th Avenue	Minor Arterial	U	E	4D	2,100	41,790	1,733	1,219	26%	16	27	1.29%	1,749	1,246	0.83	0.59	C	C

Notes:
1. The roadway attributes were obtained from the latest FDOT Urban Area Boundary & Federal Functional Classification Map for Marion County, City of Ocala Comprehensive Plan Transportation Element, and THE 2020 FDOT Quality/LOS Handbook.
2. Volumes derived by applying the study area growth rate to the existing peak season volumes, with ARC Commercial project traffic added as vested traffic.
3. Percent project traffic was calcaulated using the average along the segment of the CFRPM v6.1 model output.
4. Buildout traffic volumes is the summation of background traffic plus project traffic.
5. LOS derived utilizng the 2020 FDOT Quality/LOS Tables.

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FUTURE BACKGROUND CONDITIONS INTERSECTION ANALYSIS

The intersections within the study area were evaluated to determine if improvements are needed to provide an acceptable level of service and intersection operations with future background traffic conditions prior to the addition of project traffic. The future background traffic volumes included existing peak season traffic volumes, background traffic growth and project traffic from the ARC Commercial development. Existing signal timings (as obtained from the City of Ocala), peak hour factors and percent heavy vehicles (as obtained from the traffic counts) were input into Synchro 11 for analysis.

The existing intersection geometry was used for the analysis of the signalized intersections of SR 464 with SE 25th Avenue and SE 24th Street. The following improvements proposed by the ARC Commercial development were utilized for the analysis of the two unsignalized intersections:

- Construction of an eastbound right-turn lane on SR 464 at SE 24th Street (unsignalized)
- Construction of an eastbound right-turn lane on SR 464 at SE 30th Avenue
- Construction of an additional northbound egress lane on SE 30th Avenue (left-turn lane and through-right turn lane)

Table 6 summarizes the resultant intersection LOS for the future background traffic conditions analysis.

The intersection of SR 464 at SE 24th Street (project access) within the study area is shown to operate with acceptable level of service, delay, and V/C ratios under future background traffic conditions.

The intersection of SR 464 at SE 25th Avenue operates with LOS F for three of the four left-turn movements, and a V/C ratio greater than 1.0 for the eastbound left-turn movement. The unsignalized intersection of SR 464 at SE 30th Avenue operates with significant delay and V/C ratio greater than 1.0 for both the northbound and southbound stop-controlled approaches. The intersection of SR 464 at SE 24th Street (signalized) operates with LOS F for all four left-turn movements, and V/C ratio greater than 1.0 for the westbound and northbound left-turn movements similar to existing conditions. The Synchro 11 output reports are provided in the **Appendix**.

Table 6: Background Conditions Peak Hour Intersection Analysis (2025)

Intersection	2025 Background Conditions		
	LOS [3]	Delay (S) [3]	Max Movement V/C
Signalized[1]			
SR 464 & SE 25th Ave	E	65.7	1.03
SR 464 & SE 24th St (Signalized, AM)	C	28.2	0.85
SR 464 & SE 24th St (Signalized, PM)	E	62.9	1.63
Unsignalized[2]			
SR 464 & SE 30th Ave	F/+	3721.8/+	7.90
SR 464 & SE 24th St (Driveway)	C	22.9	0.29

Notes:

1. For signalized intersections, LOS and delay are reported for the entire intersection.

2. Intersection LOS and delay at unsignalized intersections are reported for the stop-controlled approaches only; values are reported as NB/SB LOS and delay.

3. Synchro cannot compute LOS and delay for the intersection of SR 464 at SE 30th Avenue because the calculations are not computed for such high volumes.

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FUTURE BUILDOUT CONDITIONS INTERSECTION ANALYSIS

The intersection operations were evaluated under 2025 buildout traffic conditions during the peak hour. The 2025 future buildout traffic conditions analysis included future background (non-project) traffic and project traffic. Intersection volume development worksheets detailing the traffic projections at each intersection are provided in the **Appendix**.

The same geometry and control utilized for the background conditions analysis was used for the buildout conditions analysis. No significant change in the operating conditions is shown with the addition of traffic from the proposed Albright development.

The eastbound left-turn movement at the intersection of SR 464 and SE 25th Avenue is shown to operate with LOS F and V/C ratio greater than 1.0 with buildout traffic conditions. Project traffic from the Albright development does not utilize this traffic movement and does not adversely impact to the overall traffic operations at the intersection when compared to the background condition.

The side-street stop-controlled approaches at the intersection of SR 464 and SE 30th Avenue are shown to operate with LOS F and V/C ratios greater than 1.0. Project traffic from the Albright development does not adversely affect the overall traffic operations at the intersection when compared to the background condition.

The intersection of SR 464 and SE 24th Street (project access roadway) is shown to operate with acceptable level of service, delay, and V/C ratios under buildout traffic conditions.

The addition of project egress traffic to the eastbound left-turn movement at the intersection of SR 464 and SE 24th Street (signalized) results in a V/C greater than 1.0 for that movement. Mitigation is recommended to increase the green time to the eastbound left-turn movement and extend the eastbound left-turn lane to the greatest extent possible without impacting the adjacent turn lane into the Publix. The westbound left-turn and northbound left-turn movements also operate with LOS F and V/C ratios greater than 1.0; however, the Albright property has no traffic utilizing those movements. The proposed improvements to the eastbound left-turn movement will not adversely affect the operating conditions of the westbound left-turn or northbound left-turn movements.

The anticipated intersection operations at project buildout, with and without mitigation, are summarized in **Table 7**. The Synchro 11 output reports are provided in the **Appendix**.

Table 7: Buildout Conditions Peak Hour Intersection Analysis (2025)

Intersection	2025 Buildout Conditions		
	LOS [3]	Delay (S) [3]	Max Movement V/C
Signalized[1]			
SR 464 & SE 25th Ave	E	66.8	1.03
SR 464 & SE 24th St (Signalized, AM)	D	35.8	1.00
SR 464 & SE 24th St (Signalized, PM)	E	67.8	1.63
SR 464 & SE 24th St (Signalized, PM w/ Mitigation)	E	63.1	1.63
Unsignalized[2]			
SR 464 & SE 30th Ave	+/F	+/173.8	1.82
SR 464 & SE 24th St (Driveway)	D	30.8	0.52

Notes:

1. For signalized intersections, LOS and delay are reported for the entire intersection.
2. Intersection LOS and delay at unsignalized intersections are reported for the stop-controlled approaches only; values are reported as NB/SB LOS and delay.
3. Synchro cannot compute LOS and delay for the intersection of SR 464 at SE 30th Avenue because the calculations are not computed for such high volumes.

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TURN LANE AND QUEUE ANALYSIS

The existing westbound left-turn lane on SR 464 at SE 30th Avenue and the existing eastbound left-turn lane on SR 464 at SE 24th Street (signalized) were evaluated to determine if they have sufficient storage length for the projected traffic volumes at buildout. These movements will be utilized by u-turn traffic entering and exiting the development due to the right-in/right-out access for SE 24th Street at SR 464.

The required turn lane length was calculated as the deceleration length reported in Exhibit 212-1 of the FDOT Design Manual and 95th percentile queue length reported from the Synchro analysis. For signalized intersections the Synchro software outputs queue lengths in terms of feet, for stop-controlled intersections

queue length is reported (only for 95th percentile) in terms of number of vehicles. **Table 8** provides a summary of the turn lane length analysis.

The westbound left-turn lane on SR 464 at SE 30th Avenue is anticipated to have acceptable storage length at project buildout to accommodate background and project traffic. The eastbound left-turn lane on SR 464 at SE 24th Street (signalized) does not have sufficient storage for existing, future background, or future buildout conditions during the PM peak hour. Acceptable storage length, for the purpose of this analysis, is considered to be when the existing total turn lane length exceeds the 50th percentile queue length plus deceleration length, or the total turn lane length exceeds the 95th percentile queue length.

Table 8: Turn Lane Queue Analysis Summary

Intersection	Existing Total Turn Lane Length (Ft)	Required Deceleration (Ft) [1]	50th Percentile Queue Length (Ft) [2]	95th Percentile Queue Length (Ft) [2]	Decel L + 50th %tile Queue (Ft)	Decel L + 95th %tile queue (Ft)	Existing Storage Length Sufficient? (Y/N) [3]
WB Left Turn Lane on SR 464 at SE 30th Ave (PM)							
Existing	440	290	--	25	--	315	Y
Future Background	440	290	--	25	--	315	Y
Future Buildout	440	290	--	50	--	340	Y
EB Left Turn Lane on SR 464 at SE 24th St (Signalized, AM)							
Existing	480	350	125	200	475	550	Y
Future Background	480	350	125	200	475	550	Y
Future Buildout	480	350	225	400	575	750	Y
EB Left Turn Lane on SR 464 at SE 24th St (Signalized, PM)							
Existing	480	350	350	525	700	875	N
Future Background	480	350	375	575	725	925	N
Future Buildout	480	350	475	650	825	1,000	N
Future Buildout w/ Mitigation	550	350	425	525	775	875	Y

Notes:
1. Based on the 2020 FDOT Design Manual.
2. Based on the 50th (for signalized intersections only) and 95th percentile back of queue length as reported in Synchro 11.
3. Existing storage lengths were determined to be sufficient if the turn lane could accommodate the addition of the required deceleration length and 50th percentile queue length, or if the turn lane could accommodate the 95th percentile queue length.

K:\OCA_Civil\142000002-Albright Property TIA\calcs\xls\[AP, calcs, TIA PM .xlsx]Turn Lanes *9/9/21*

The developer proposes to contribute towards improvements to the eastbound left-turn movement on SR 464 at SE 24th Street (signalized) to include lengthening the turn lane and modifying signal timings to allow for more green time.

The eastbound left turn lane on SR 464 at SE 24th Street (signalized) has a PM peak hour buildout (with mitigation) 95th percentile queue length of 525 feet. This queue length is the same as the existing condition, and less than that for the future background condition.

Geometric constraints at the intersection limit the amount of additional turn lane length that can be added to the eastbound left turn lane on SR 464 at SE 24th Street. It is recommended to extend the eastbound left turn lane length on SR 464 at SE 24th Street to 550 feet, which is the maximum without impacting the eastbound left-turn lane into the Publix. The proposed improvements will provide for an equivalent 95th percentile queue length and approximately the same delay for the eastbound left-turn movement as existing PM peak hour conditions.

SITE ACCESS, BICYCLE, AND PEDESTRIAN CIRCULATION

Project traffic will enter and exit via SE 24th Street, which connects to SR 464 at a right-in/right-out connection (unsignalized). Project traffic exiting the site may desire to perform a u-turn at the intersection of SR 464 at SE 24th Street (signalized) or further downstream in order to travel westbound. There is approximately 350 feet between the stop bar serving the eastbound approach on SR 464 at SE 24th Street (signalized) and the right-in/right-out on SR 464 at SE 24th Street (unsignalized).

During the PM peak hour existing conditions scenario, the reported 50th percentile queue length is 350 feet for the eastbound left movement on SR 464 at SE 24th Street (signalized). During the PM peak hour buildout with improvements scenario, the reported 50th percentile queue length is 425 feet for the eastbound left movement. The Albright property will add an estimated 43 vehicles (35 u-turns, 8 left turns) to the eastbound left/u-turn movement during the PM peak hour. Comparing the PM peak hour existing conditions scenario and PM peak hour buildout with improvements scenarios, there is an increase of 3 vehicles (75 feet) to the 50th percentile queue length, and a 0.5 second increase in the eastbound approach delay. Egress vehicles from the Albright property will be able to fit into the eastbound left-turn storage lane when the queue length is less than the 50th percentile queue length during the peak period of the day (PM peak hour). During heavier traffic queues, egress traffic desiring to make a u-turn to travel west can utilize the median openings further downstream on SR 464.

The developer plans to contribute towards improvements to the eastbound left-turn movement on SR 464 at SE 24th Street (signalized) including signal timing adjustments to allow for additional green time and extension of the left-turn lane. These improvements will result in traffic operations at buildout being similar to existing and background traffic conditions.

Five years of historic crash data (2016 – 2020) was obtained from the Signal Four Analytics program for the roadway segment of SR 464 from SE 24th Street (unsignalized) to SE 24th Street (signalized).

There were 98 crashes reported within 500 feet of the signalized intersection of SR 464 and SE 24th Street between the years of 2016 and 2020. Over 50% of those crashes were rear end collisions, and approximately 33% were categorized as unknown or other. All crashes categorized as unknown crash type (24) occurred in 2016 and 2017.

The number of crashes reported drastically reduced in years 2019 and 2020 from the prior three years. The crashes reported for years 2019 and 2020 included rear end type (17 crashes), other (5 crashes), and left-turn (3 crashes). The predominately rear-end crash pattern is typical for signalized intersection. The historic crash patterns do not indicate a crash history for the eastbound left-turn movement. A summary of the crash type by year is provided in **Table 9.**

Due to the increase in traffic in the eastbound left-turn lane on SR 464 at SE 24th Street (signalized) to make a u-turn, a R10-30 sign is recommended for the southbound right-turn movement from SE 24th Street to SR 464 to eliminate conflicts between these movements. The sign can be post mounted adjacent to the turn lane.

R10-30

Table 9 – Crash Data Summary

Harmful Event	SR 464, from SE 24th St (unsignalized) to SE 24th St (signalized)					
	2016	2017	2018	2019	2020	Total
Angle	1	1	0	0	0	2
Left Turn	1	1	1	0	3	6
Other	1	1	1	2	3	8
Pedestrian	0	1	0	0	0	1
Rear End	5	7	22	8	9	51
Right Turn	0	0	1	0	0	1
Rollover	0	1	0	0	0	1
Sideswipe	2	0	2	0	0	4
Unknown	14	10	0	0	0	24
Total	**24**	**22**	**27**	**10**	**15**	**98**

k:\oca_civil\142000002-albright property tia\calcs\xls\[ap, calcs, tia pm.xlsx]crash data summary *7/19/21*

There are existing sidewalks along both sides of SR 464 from SE 25th Avenue to SE 24th Street (signalized). There are marked crosswalks with pedestrian crossing signals at the signalized intersections of SR 464 with SE 25th Avenue and SE 24th Street.

FDOT has a resurfacing project on SR 464 from US 441/Pine Avenue to SR 35/SE 58th Avenue (FM #4411411). Improvements include the addition of 4-foot-wide bike lanes west of SE 25th Avenue which transitions to paved shoulders east of SE 24th Street (signalized). These improvements will provide bicycle access to SE 24th Street (unsignalized).

An Agreement has been executed between the ARC Project and owner of the proposed Albright Property to improve SE 24th Street. Improvements include widening and reconstruction, making it a minimum two-lane paved public roadway with sidewalks, drainage, and related roadway improvements that are to be designed and constructed to standards acceptable to the City of Ocala and if applicable Marion County. The proposed typical section includes a paved shoulder that can be used for bicycles to travel from the Albright property to the new paved shoulders/bicycle lanes on SR 464. A sidewalk is proposed along SE 24th Street to connect to the existing sidewalk along SR 464 for pedestrian access to the Albright property.

CONCLUSION

Kimley-Horn has performed a Traffic Impact Analysis (TIA) for a proposed residential development. The project site is generally located on the southwest corner of SR 464 and SE 24th Street (unsignalized) in the City of Ocala, Florida.

A comprehensive plan amendment and rezoning application for the property are under review by the City of Ocala. The proposed zoning is R-3 and will allow up to 320 residential dwelling units. Access to the site will be provided via SE 24th Street, which connects to SR 464/Maricamp Road at an existing right-in/right-out intersection. SE 24th Street will be extended westward along the project frontage with two access driveways constructed to SE 24th Street for the proposed residential development.

The traffic analysis was performed considering a buildout year of 2025 and a development program of 320 multi-family dwelling units. The operating conditions within the study area were evaluated for the PM peak hour existing conditions, future background (before addition of project traffic) conditions, and buildout traffic conditions (with project traffic) for the study area intersections and roadway segments.

There are transportation improvements within the study area identified to be needed prior to the addition of project traffic. Traffic from the proposed development does not have an adverse impact on the operating conditions of the roadway segments or intersections within the study area.

The following traffic operational improvements are proposed at the intersection of SR 464 and SE 24th Street to facilitate ingress and egress traffic from the proposed site.

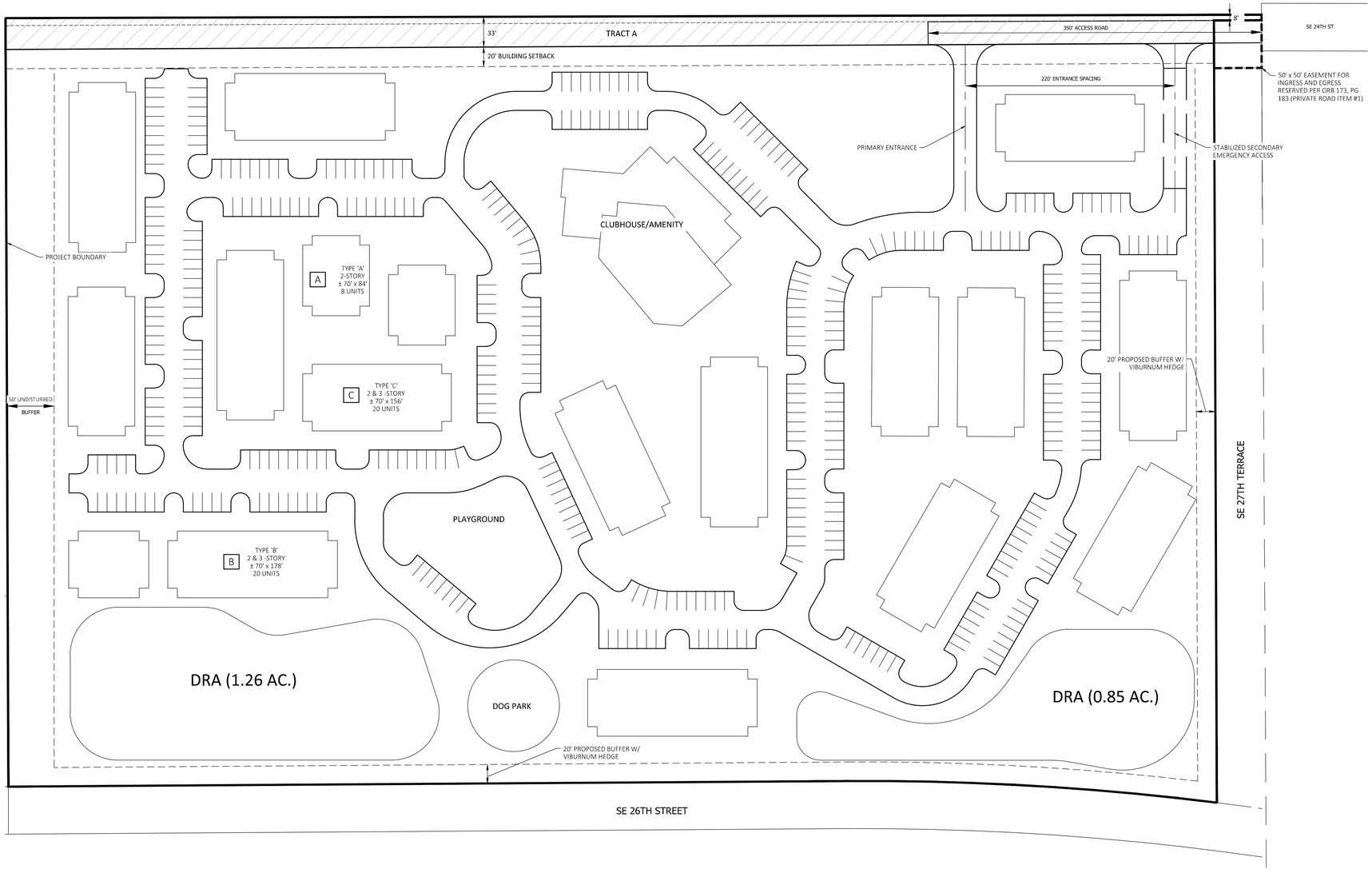
- Signal timing adjustments to allow for additional green time for the eastbound left-turn movement
- Extension of the eastbound left-turn lane to allow for additional queue storage
- Installation of a R10-30 “Right Turn on Red Must Yield to U-Turn” sign on post for the southbound right-turn movement from SE 24th Street to SR 464

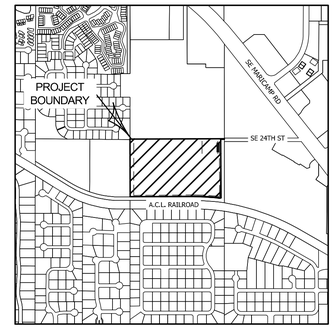
The project owner will enter into a Concurrency Development Agreement for contribution of proportionate share towards these improvements.

The analysis has been performed in accordance with the City of Ocala/Marion County Traffic Impact Analysis guidelines and the previously approved methodology. The analysis herein supports the proposed rezoning and traffic concurrency reservation for the site.

APPENDICES

APPENDIX A: CONCEPTUAL SITE DEVELOPMENT PLAN





VICINITY MAP
SCALE: 1" = 1,000'

SITE DATA TABLE

OWNER:
DEVELOPER: ALBRIGHT INC.
ADDRESS: PO BOX 3718
OCALA, FL, 34478

PARCELS:
29850-000-27

PROJECT AREA:
TOTAL = 23.65 ± AC.

LAND USE & ZONING:
EXISTING FUTURE LAND USE: LOW INTENSITY
EXISTING ZONING: N/A
PROPOSED ZONING: R-3

PARKING:
REQUIRED: 480 SPACES (320 UNITS X 1.5)
PROVIDED: 480 SPACES

DENSITY:
TOTAL ALLOWABLE = 320 UNITS
TOTAL PROPOSED = 320 UNITS

MINIMUM BUILDING SETBACKS:
FRONT - 20'
REAR STREET - 20'
REAR INTERIOR - 25'
SIDE STREET - 20'
SIDE INTERIOR - 8'

MAX BUILDING HEIGHT:
50'

NOTES

1. TRACT A - PROPOSED PRIVATE DRIVE, FUTURE CITY OF OCALA RIGHT OF WAY DEDICATION

NORTH

0 60' 120'
SCALE: 1"=60

Albright Ocala Apartments

OCALA, MARION COUNTY, FLORIDA

Tillman & Associates
ENGINEERING, LLC.
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

REVISIONS
DATE

ALBRIGHT OCALA APARTMENTS
CITY OF OCALA
MARION COUNTY, FLORIDA

CONCEPT PLAN

DATE 07-21-2021
DRAWN BY AAS
CHKD. BY TCB
JOB NO. 21-7032

SHT. 1 / 1

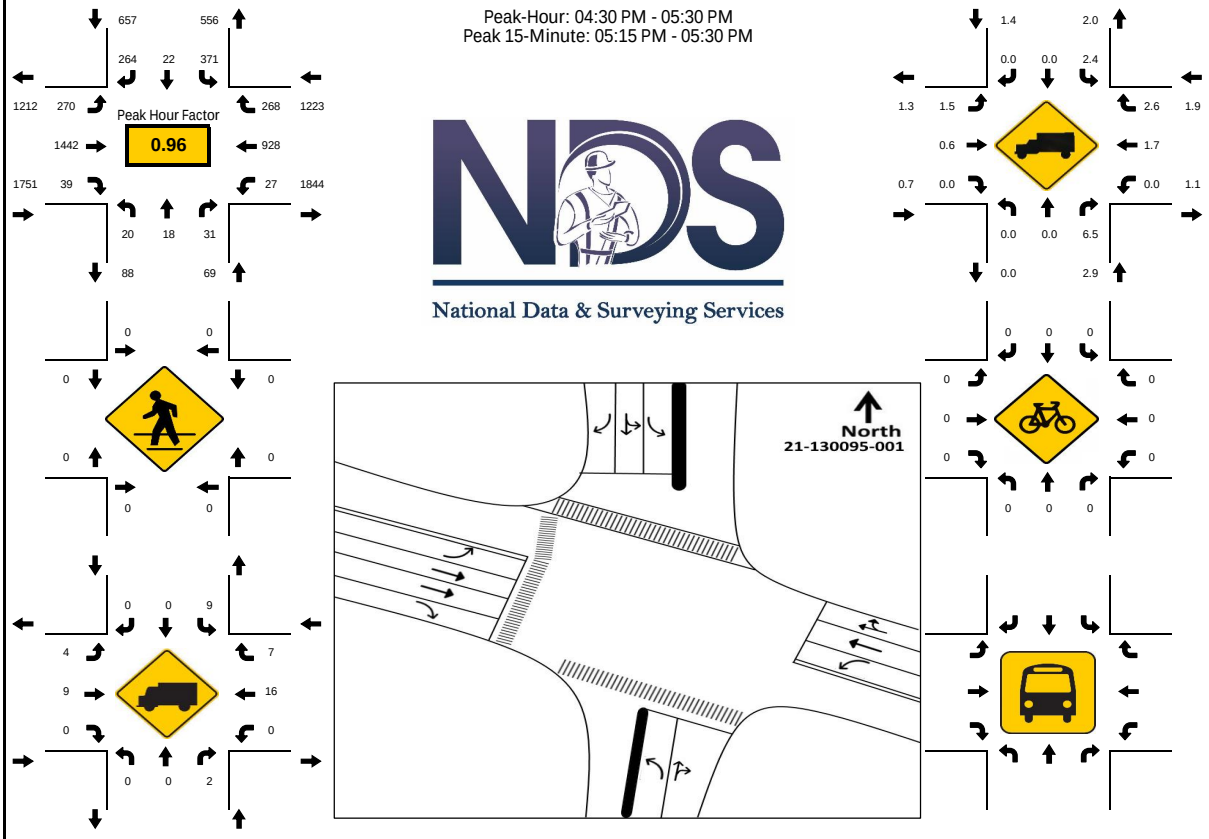
NOT VALID UNLESS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER

APPENDIX B: TURNING MOVEMENT COUNTS

LOCATION: SE 25th Ave & SR 464/Maricamp Rd
CITY/STATE: Ocala, FL

PROJECT ID: 21-130095-001
DATE: Wed, May 12, 2021

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:15 PM - 05:30 PM

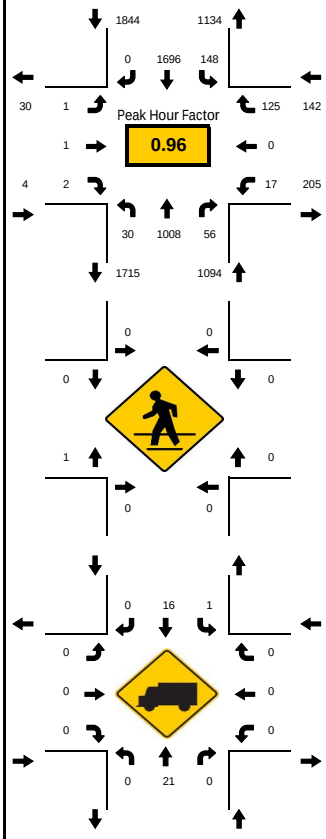


15-Min Count Period Beginning At	SE 25th Ave Northbound					SE 25th Ave Southbound					SR 464/Maricamp Rd Eastbound					SR 464/Maricamp Rd Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	9	2	4	0		95	5	56	0		65	279	9	0		10	196	66	0		796	3484
04:15 PM	9	1	3	0		127	4	42	0		76	355	11	0		3	180	57	0		868	3602
04:30 PM	3	4	13	0		88	2	62	0		65	349	8	0		7	223	72	0		896	3700
04:45 PM	6	7	6	0		86	6	58	0		68	330	8	0		9	255	85	0		924	3624
05:00 PM	4	4	7	0		109	8	78	0		63	353	10	0		6	220	52	0		914	3437
05:15 PM	7	3	5	0		88	6	66	0		74	410	13	0		5	230	59	0		966	2523
05:30 PM	6	4	4	0		80	4	36	0		61	324	13	0		9	207	72	0		820	1557
05:45 PM	4	6	8	0		101	5	53	1		48	258	17	0		8	154	74	0		737	737
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	28	28	52	0		436	32	312	0		296	1640	52	0		36	1020	340	0		**4272**	
Heavy Trucks	0	0	8	0		16	0	0	0		8	16	0	0		0	28	16	0		**92**	
Pedestrians		0					0					0					0				**0**	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**0**	
Buses																						
Stopped Buses																						

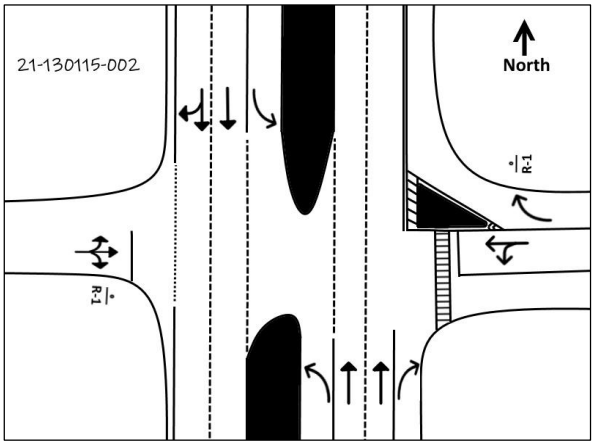
LOCATION: SR 464/SE Maricamp Rd & SE 30th Ave
CITY/STATE: Ocala, FL

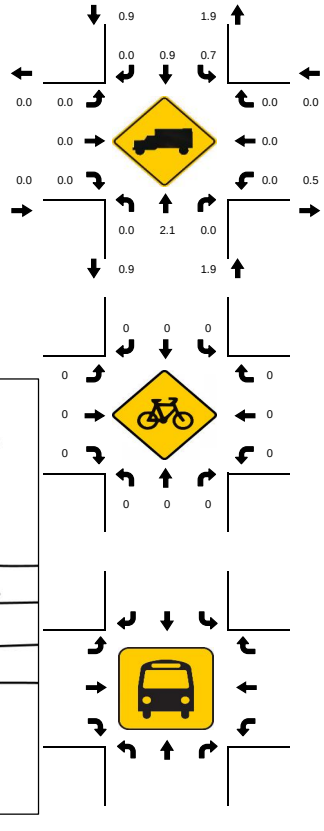
PROJECT ID: 21-130115-002
DATE: Tue, Jun 08, 2021

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



National Data & Surveying Services



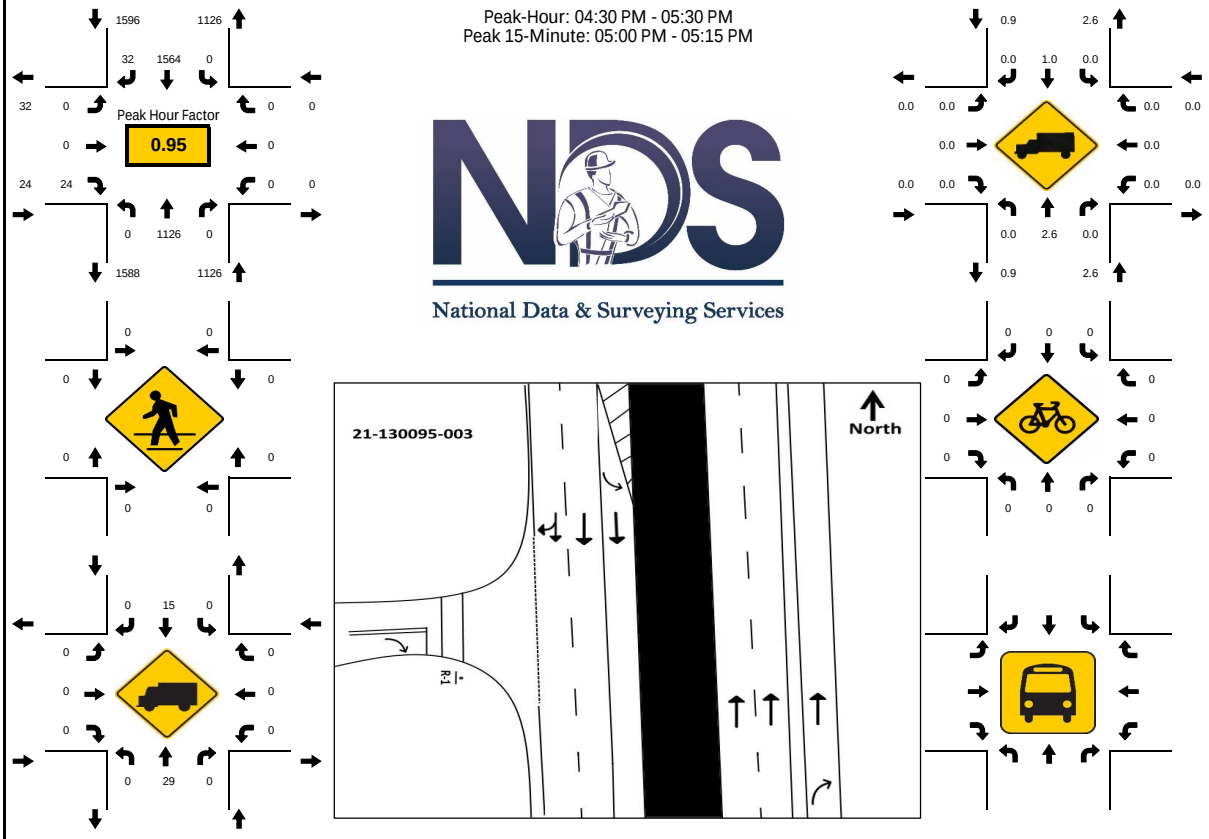


15-Min Count Period Beginning At	SR 464/SE Maricamp Rd Northbound					SR 464/SE Maricamp Rd Southbound					SE 30th Ave Eastbound					SE 30th Ave Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	0	242	10	5		29	386	1	0		1	0	2	0		7	0	22	0		705	2924
04:15 PM	0	232	4	7		38	390	1	1		1	0	2	0		5	0	27	0		708	3019
04:30 PM	0	243	13	12		39	384	0	0		1	0	0	0		4	0	30	0		726	3084
04:45 PM	0	281	11	5		38	413	0	0		0	0	0	0		3	0	34	0		785	3066
05:00 PM	0	234	15	6		37	465	0	0		0	1	1	0		4	0	37	0		800	2982
05:15 PM	0	250	17	7		34	434	0	0		0	0	1	0		6	0	24	0		773	2182
05:30 PM	0	253	17	2		34	382	0	0		0	0	2	0		4	0	14	0		708	1409
05:45 PM	0	263	18	7		26	360	0	0		1	0	0	0		8	0	18	0		701	701
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	1124	68	48		156	1860	0	0		4	4	4	0		24	0	148	0		**3440**	
Heavy Trucks	0	28	0	0		4	16	0	0		0	0	0	0		0	0	0	0		**48**	
Pedestrians		0					0					4					0				**4**	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**0**	
Buses																						
Stopped Buses																						

LOCATION: SR 464/Maricamp Rd & SE 24th St (North)
CITY/STATE: Ocala, FL

PROJECT ID: 21-130095-003
DATE: Wed, May 12, 2021

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



15-Min Count Period Beginning At	SR 464/Maricamp Rd Northbound					SR 464/Maricamp Rd Southbound					SE 24th St (North) Eastbound					SE 24th St (North) 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	245	0	0		0	366	4	0		0	0	7	0		0	0	0	0		622	2624
04:15 PM	0	267	0	0		0	408	3	0		0	0	6	0		0	0	0	0		684	2725
04:30 PM	0	289	0	0		0	397	6	0		0	0	0	0		0	0	0	0		692	2746
04:45 PM	0	269	0	0		0	339	5	0		0	0	13	0		0	0	0	0		626	2626
05:00 PM	0	290	0	0		0	418	12	0		0	0	3	0		0	0	0	0		723	2517
05:15 PM	0	278	0	0		0	410	9	0		0	0	8	0		0	0	0	0		705	1794
05:30 PM	0	237	0	0		0	326	6	0		0	0	3	0		0	0	0	0		572	1089
05:45 PM	0	221	0	0		0	284	4	0		0	0	8	0		0	0	0	0		517	517
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	1160	0	0		0	1672	48	0		0	0	52	0		0	0	0	0		**2932**	
Heavy Trucks	0	44	0	0		0	24	0	0		0	0	0	0		0	0	0	0		**68**	
Pedestrians		0					0					0					0				**0**	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**0**	
Buses																						
Stopped Buses																						

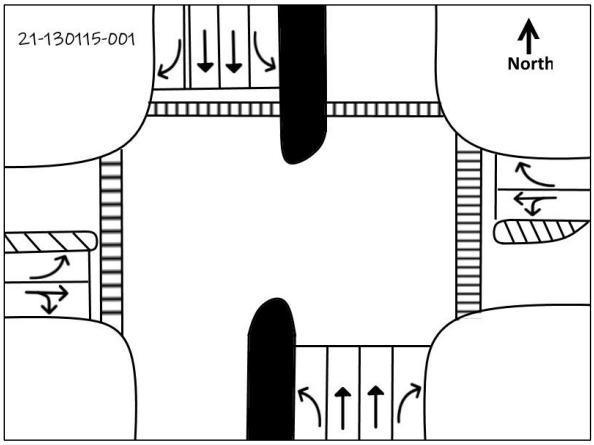
LOCATION: SR 464/SE Maricamp Rd & SE 24th St/Markiv Automotive/Dayco Ocala Plant Dwy
CITY/STATE: Ocala, FL

PROJECT ID: 21-130115-001
DATE: Tue, Jun 08, 2021

Peak-Hour: 07:15 AM - 08:15 AM
Peak 15-Minute: 07:45 AM - 08:00 AM

Peak Hour Factor
0.93

National Data & Surveying Services

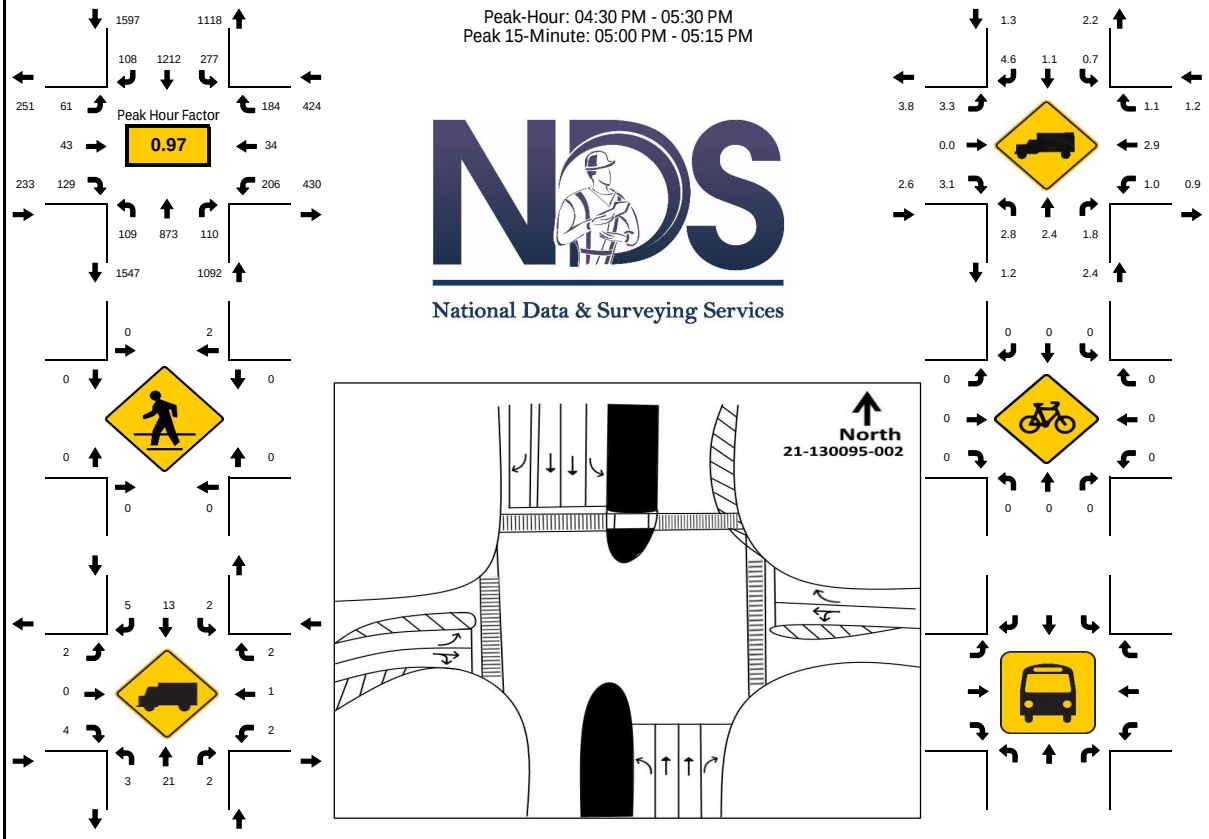


15-Min Count Period Beginning At	SR 464/SE Maricamp Rd Northbound					SR 464/SE Maricamp Rd Southbound					Markiv Automotive/Dayco Ocala Eastbound					Markiv Automotive/Dayco Ocala Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	10	285	8	2		15	108	10	0		8	4	8	0		1	8	32	0		499	2585
07:15 AM	10	322	20	0		25	127	15	0		15	3	14	0		10	14	78	0		653	2707
07:30 AM	11	425	15	2		18	118	10	1		14	1	11	0		6	8	63	0		703	2698
07:45 AM	7	389	18	3		29	140	11	0		21	5	14	0		13	9	71	0		730	2577
08:00 AM	11	309	20	1		24	125	15	1		11	5	11	0		13	9	66	0		621	2413
08:15 AM	7	326	16	4		26	125	11	2		13	10	13	0		20	9	62	0		644	1792
08:30 AM	9	260	18	5		23	142	17	0		6	6	14	0		21	5	56	0		582	1148
08:45 AM	8	274	25	1		19	131	7	1		8	3	15	0		21	3	50	0		566	566
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	44	1700	80	12		116	560	60	4		84	20	56	0		52	56	312	0		**3156**	
Heavy Trucks	4	32	4	0		4	40	0	0		4	0	4	0		4	4	8	0		**108**	
Pedestrians		0					0					4					0				**4**	
Bicycles	0	0	0	0		4	0	0	0		0	0	0	0		0	0	0	0		**4**	
Buses																						
Stopped Buses																						

LOCATION: SR 464/Maricamp Rd & SE 24th St (South)
CITY/STATE: Ocala, FL

PROJECT ID: 21-130095-002
DATE: Wed, May 12, 2021

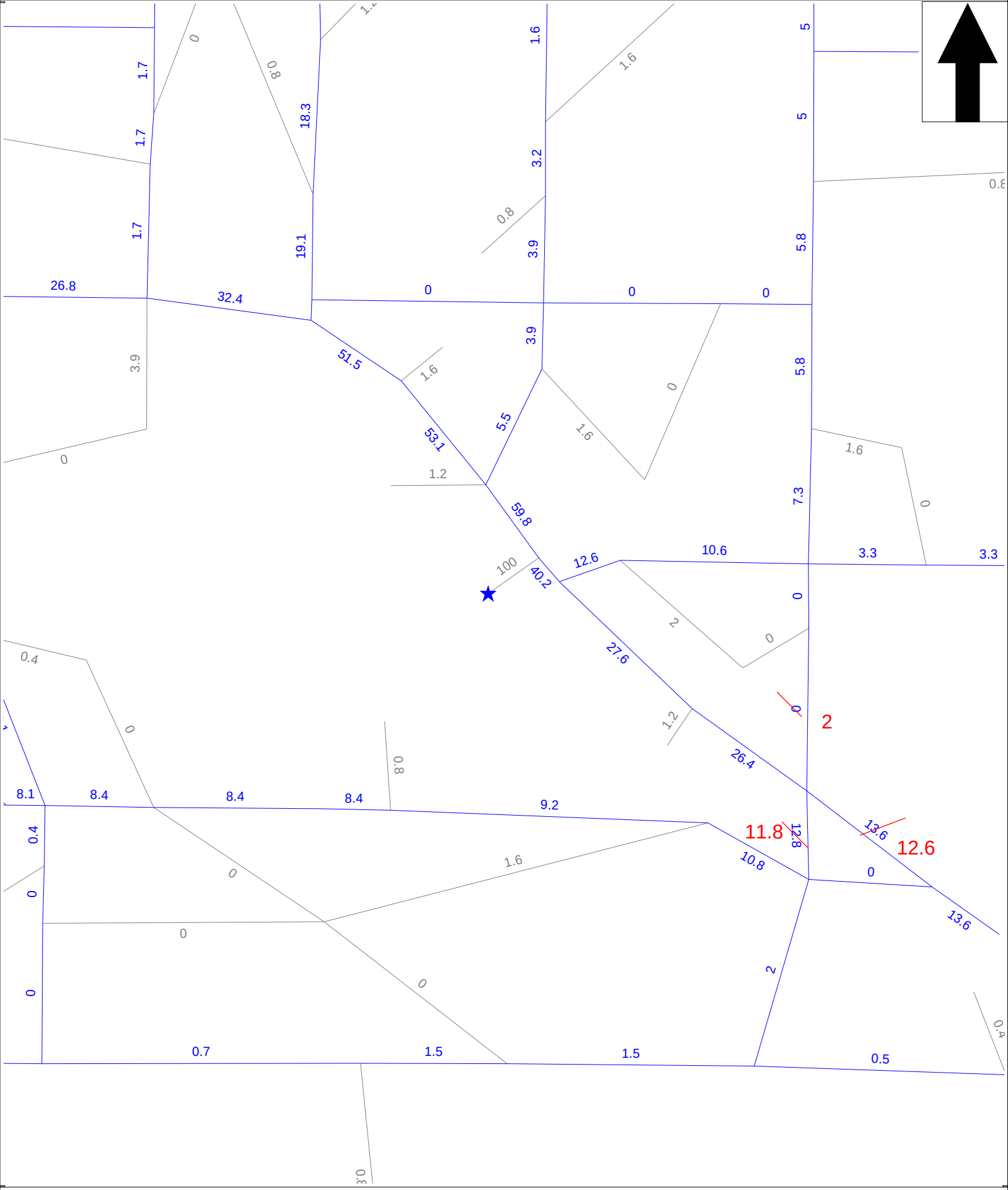
Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



National Data & Surveying Services

15-Min Count Period Beginning At	SR 464/Maricamp Rd Northbound					SR 464/Maricamp Rd Southbound					SE 24th St (South) Eastbound					SE 24th St (South) 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	26	195	26	3		57	289	22	0		17	10	33	0		48	13	50	0		789	3230
04:15 PM	17	189	24	5		66	318	31	1		21	7	30	0		39	11	48	0		807	3301
04:30 PM	19	217	28	1		79	282	30	1		18	7	36	0		45	5	36	0		804	3346
04:45 PM	35	215	27	2		58	274	32	1		17	13	34	0		60	10	52	0		830	3280
05:00 PM	24	218	27	4		56	332	22	1		14	13	35	0		54	14	46	0		860	3122
05:15 PM	17	223	28	7		80	324	24	1		12	10	24	0		47	5	50	0		852	2262
05:30 PM	29	183	29	2		58	241	20	1		10	19	48	0		57	10	31	0		738	1410
05:45 PM	19	190	19	0		50	229	25	0		8	13	31	0		42	10	36	0		672	672
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	140	892	112	28		320	1328	128	4		72	52	144	0		240	56	208	0		**3724**	
Heavy Trucks	8	32	4	0		4	20	8	0		4	0	8	0		8	4	4	0		**104**	
Pedestrians		0					8					0					0				**8**	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**0**	
Buses																						
Stopped Buses																						

APPENDIX C: PROJECT TRIP DISTRIBUTION



ALBRIGHT PROPERTY
320 MF DWELLING UNITS
CFRPM V 6.1
MAY 2021

(Licensed to Kimley Horn and Associates)

APPENDIX D: VESTED TRAFFIC EXCERPTS

VISION ▪ EXPERIENCE ▪ RESULTS

www.etminc.com
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14775 Old St. Augustine Road • Jacksonville, Florida 32258

August 2nd, 2021

City of Ocala
Growth Management Department
Karen Cupp
Development Coordinator
201 SE 3rd Street, 2nd Floor
Ocala, Florida 34471
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kcupp@ocalafl.org

RE: Transportation Methodology Application: Maricamp Road Commercial Development

Introduction

The proposed development is estimated to be 57,360 sf of commercial located on five outparcels on the southwest side of SE Maricamp Rd (SR-464) and SE 24th St within the City of Ocala, FL. SR-464 is a four-lane divided highway, with an access classification of 03, and a posted speed limit of 55 miles per hour. The property is currently served by an access from a full median opening at SR 464 and SE 30th Ave, as well as a right-in / right-out driveway at SE 24th St. Figure 1 illustrates the location of the project, while Figure 2 depicts the conceptual site plan for the development. A methodology meeting was held with the City of Ocala on June 8th, 2021.

A background growth rate of 1.2%, derived from the projected population growth for Ocala, was agreed upon. Internal capture between the residential land use at the Albright Development and the commercial land use at the SE Maricamp Rd Commercial Development was agreed upon. The 7-Eleven Development on the southeast corner of SR-464 at SE 25th Ave as well as the Albright Development at SE 24th St southwest of SR-464, will be included as background traffic for this analysis. These methodologies are included in Appendix A and Appendix B, respectively.

Figure 3: CFRPM Project Traffic Distribution

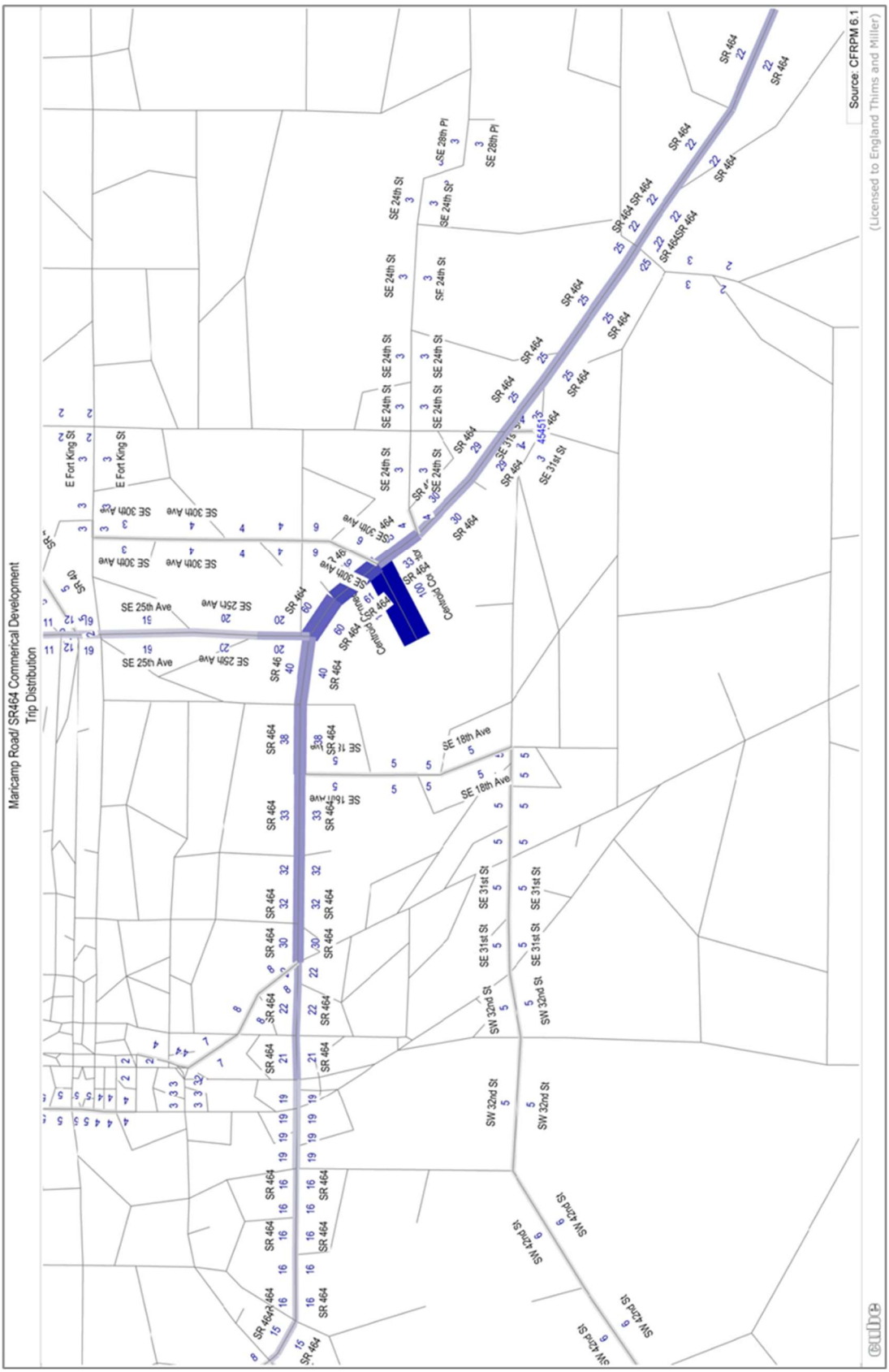

Table 2: Trip Generation Calculations

Daily

Land Use	ITE Land Use Code	Sq. Ft. or Number of Units	Independent Variable (Units)	Estimation Method (Rate or Equation)	Gross Trip Ends	Internal Capture		Pass-by		Net New External Trip Ends				
										Total Trip Ends	Entering		Exiting	
						%	Volume	%	Volume		%	Volume	%	Volume
Multi-Family Residential (Low-Rise)	220	320	DUs	T = 7.56(X) - 40.86	2,378	29%	680	0%	0	1,698	50%	849	50%	849
Shopping Center	820	57,630	Square Feet	Ln(T) = 0.68 Ln(X) + 5.57	4,133	16%	669	34%	1,178	2,286	50%	1,143	50%	1,143
Total					***6,511***	***21%***	***1,349***		***1,178***	***3,984***		***1,992***		***1,992***

AM Peak Hour

Land Use	ITE Land Use Code	Sq. Ft. or Number of Units	Independent Variable (Units)	Estimation Method (Rate or Equation)	Gross Trip Ends	Internal Capture		Pass-by		Net New External Trip Ends				
										Total Trip Ends	Entering		Exiting	
						%	Volume	%	Volume		%	Volume	%	Volume
Multi-Family Residential (Low-Rise)	220	320	DUs	Ln(T)=0.95Ln(X) - 0.51	144	18%	26	0%	0	118	23%	27	77%	91
Shopping Center	820	57,630	Square Feet	T = 0.50(X) + 151.78	181	14%	26	34%	53	102	62%	63	38%	39
Total					***325***	***16%***	***52***		***53***	***220***		***90***		***130***

PM Peak Hour

Land Use	ITE Land Use Code	Sq. Ft. or Number of Units	Independent Variable (Units)	Estimation Method (Rate or Equation)	Gross Trip Ends	Internal Capture		Pass-by		Net New External Trip Ends				
										Total Trip Ends	Entering		Exiting	
						%	Volume	%	Volume		%	Volume	%	Volume
Multi-Family Residential (Low-Rise)	220	320	DUs	Ln(T)=0.89(X) - 0.02	166	39%	65	0%	0	101	63%	64	37%	37
Shopping Center	820	57,630	Square Feet	Ln(T) = 0.74 Ln(X) + 2.89	361	18%	65	34%	101	195	48%	94	52%	101
Total					***527***	***25%***	***130***		***101***	***296***		***158***		***138***

APPENDIX E: SIGNAL TIMING DATA

City of Ocala

Intersection Timing Sheet

Station ID [6.1]

Intersection : 144 - SR 464 & SE 25th Ave (Standard File)

Unit Parameters [6.5]	I/O Mode [1.8.6]	Print Date	Date Implemented
Phase Mode:		5/19/2021 7:50:42 AM	

Communication [6.5]

IP Address	Subnet Mask	Gateway	Port
10.37.80.144	255.255.255.192	10.37.80.129	5144

Phase Timings [1.1.1]

	ϕ1	ϕ2	ϕ3	ϕ4	ϕ5	ϕ6	ϕ7	ϕ8	ϕ9	ϕ10	ϕ11	ϕ12	ϕ13	ϕ14	ϕ15	ϕ16
Walk	0	7	0	0	0	7	0	7	0	0	0	0	0	0	0	0
Ped Clearance	0	29	0	0	0	34	0	26	0	0	0	0	0	0	0	0
Min Green	5	15	0	0	8	15	8	8	0	0	0	0	0	0	0	0
Gap Ext	3.5	4	0	0	3.5	4	3.5	3.5	0	0	0	0	0	0	0	0
Max1	23	40	0	0	15	40	23	23	0	0	0	0	0	0	0	0
Max2	23	40	0	0	23	40	23	26	0	0	0	0	0	0	0	0
Yellow Clr	5	5.1	0	0	5.1	5.1	3.5	4.5	0	0	0	0	0	0	0	0
Red Clr	2.6	2	0	0	2.1	2	3.1	3.3	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	3.5	4	0	3.5	3.5	4	0	3.5	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
Auto Flash Entry							ON	ON								
Auto Flash Exit		ON				ON										
Non-Actuated 1																
Non-Actuated 2																

Phase Options [1.1.2]

	ϕ1	ϕ2	ϕ3	ϕ4	ϕ5	ϕ6	ϕ7	ϕ8	ϕ9	ϕ10	ϕ11	ϕ12	ϕ13	ϕ14	ϕ15	ϕ16
Enable	ON	ON			ON	ON	ON	ON								
Lock Call	ON	ON			ON	ON										
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry		ON				ON										
Sim Gap Enable		ON				ON										
Guar Passage																
Rest In Walk		ON				ON										
Cond Service																
Add Init Calc																

Phase Options Plus [1.1.3]

	ϕ1	ϕ2	ϕ3	ϕ4	ϕ5	ϕ6	ϕ7	ϕ8	ϕ9	ϕ10	ϕ11	ϕ12	ϕ13	ϕ14	ϕ15	ϕ16
Reservice																
Ped Clr Thru Yellow																
Skip Red-NoCall																
Red Rest																
Max 2																
Max Inhibit																
Ped Delay																
Red Rest On Gap																
Conflicting P																
Green Ped Delay Time																
Omit Ycl																

Ped Out																							
Start Yel																							
Redirect P Calls From 1																							
Redirect P Calls To 1																							
Redirect P Calls From 2																							
Redirect P Calls To 2																							
Redirect P Calls From 3																							
Redirect P Calls To 3																							
Redirect P Calls From 4																							
Redirect P Calls To 4																							

Channel Assignment [1.8.1]

Channel	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
PH/OLP #	1	2	3	4	5	6	7	8	1	2	3	4	2	4	6	8	1	3	5	7				
Type	VEH	VEH	VEH	VEH	VEH	VEH	VEH	VEH	OLP	OLP	OLP	OLP	PED	PED	PED	PED	PED	PED	PED	PED	VEH	VEH	VEH	VEH
Flash	RED	YEL	RED	RED	RED	YEL	RED	RED	RED	RED	RED	RED	DRK	DRK	DRK	DRK	DRK	DRK	DRK	DRK	DRK	DRK	DRK	DRK
Alt Hz																								
Dimming Green																								
Dimming Yellow																								
Dimming Red																								
Dimming Cyc	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+

I/O Channel Plus [1.8.4]

Channel	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	10	21	22	23	24
Flash Red																								
Flash Yellow																								
Flash Green																								
Inh Red Flash in Preempt																								
Color Flash Rate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Override Type	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Olap Ovrd	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Overlap Program Parameters [1.5.2.1]

Overlap	Included Phases								Modifer Phases								Type	Green	Yellow	Red
Overlap 1																	NORMAL		3.5	1.5
Overlap 2																	NORMAL		3.5	1.5
Overlap 3																	NORMAL		3.5	1.5
Overlap 4																	NORMAL		3.5	1.5
Overlap 5																	NORMAL		3.5	1.5
Overlap 6																	NORMAL		3.5	1.5
Overlap 7																	NORMAL		3.5	1.5
Overlap 8																	NORMAL		3.5	1.5
Overlap 9																	NORMAL		3.5	1.5
Overlap 10																	NORMAL		3.5	1.5
Overlap 11																	NORMAL		3.5	1.5
Overlap 12																	NORMAL		3.5	1.5
Overlap 13																	NORMAL		3.5	1.5
Overlap 14																	NORMAL		3.5	1.5
Overlap 15																	NORMAL		3.5	1.5
Overlap 16																	NORMAL		3.5	1.5

Overlap Conflict Parameters+ [1.5.2.2]

Overlap	Conflicting Phases								Conflicting Overlaps								Conflicting Peds							
Overlap 1																								
Overlap 2																								
Overlap 3																								
Overlap 4																								
Overlap 5																								
Overlap 6																								
Overlap 7																								
Overlap 8																								
Overlap 9																								
Overlap 10																								
Overlap 11																								
Overlap 12																								
Overlap 13																								
Overlap 14																								
Overlap 15																								
Overlap 16																								

Ring Sequence [1.2.4]

Ring	P1	P2	P3	P4	P5	P6	P7	P8
Ring 1	1	2		7	8	3	4	
Ring 2	5	6						
Ring 3								
Ring 4								

Phase Startup, Concur [1.1.4]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Ring	1	1	1	1	2	2	1	1	0	0	0	0	0	0	0	0

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	0	0	0	0	0	0	0	0	0	
2	0	0	0	0	0	0	0	0	0	
3	0	0	0	0	0	0	0	0	0	
4	0	0	0	0	0	0	0	0	0	
5	0	0	0	0	0	0	0	0	0	
6	0	0	0	0	0	0	0	0	0	
7	0	0	0	0	0	0	0	0	0	
8	0	0	0	0	0	0	0	0	0	

Alternate Phase Program 2, Interval Times [1.1.6.2]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	
2	0	0	0	0	0	0	0	0	0	
3	0	0	0	0	0	0	0	0	0	
4	0	0	0	0	0	0	0	0	0	
5	0	0	0	0	0	0	0	0	0	
6	0	0	0	0	0	0	0	0	0	
7	0	0	0	0	0	0	0	0	0	
8	0	0	0	0	0	0	0	0	0	

Alternate Phase Program 1, Phase Options [1.1.6.2.1]

Column	Non Act1	Lock Call	Soft Recall	Dual Entry	Sim Gap Enb	Guar Pass	RIW	Cond Service	Reservice	Red Rest	Max 2	Ped Delay	Conf Phs1	Conf Phs1	Assign Phase
1		ON			ON									0	0
2		ON			ON									0	0
3		ON			ON									0	0
4		ON			ON									0	0
5		ON			ON									0	0
6		ON			ON									0	0
7		ON			ON									0	0
8		ON			ON									0	0

Alternate Phase Program 2, Phase Options [1.1.6.2.2]

Column	Non Act1	Lock Call	Soft Recall	Dual Entry	Sim Gap Enb	Guar Pass	RIW	Cond Service	Reservice	Red Rest	Max 2	Ped Delay	Conf Phs1	Conf Phs1	Assign Phase
1		ON			ON									0	0
2		ON			ON									0	0
3		ON			ON									0	0
4		ON			ON									0	0
5		ON			ON									0	0
6		ON			ON									0	0
7		ON			ON									0	0
8		ON			ON									0	0

Alternate Phase Program 3, Phase Options [1.1.6.2.3]

Column	Non Act1	Lock Call	Soft Recall	Dual Entry	Sim Gap Enb	Guar Pass	RIW	Cond Service	Reservice	Red Rest	Max 2	Ped Delay	Conf Phs1	Conf Phs1	Assign Phase
1		ON			ON									0	0
2		ON			ON									0	0
3		ON			ON									0	0
4		ON			ON									0	0
5		ON			ON									0	0
6		ON			ON									0	0
7		ON			ON									0	0
8		ON			ON									0	0

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	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0

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	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0

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	29	90			18	101	18	23								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase						ON										

Split Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	37	77			18	96	18	28								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase						ON										

Split Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	36	82			18	100	18	34								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase						ON										

Split Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	27	94			18	103	18	21								

No Short P 4								
Early Yield								
Offset	ENDGRN	ENDGRN	ENDGRN	ENDGRN	ENDGRN	ENDGRN	ENDGRN	ENDGRN
CNA								
Max 2								
Float								
Min Veh Perm								
Min Ped Perm								
Percentage								
MI								
Ret Hold								
ASC								
Ph Opt Table								
Ph Time Table								
Det Grp								
Call Inh								
Olp Off 1								
Olp Off 2								
Olp Off 3								
Olp Off 4								
Olp Off 5								
Olp Off 6								
Olp Off 7								
Olp Off 8								
Dia Mode	DFT	DFT	DFT	DFT	DFT	DFT	DFT	DFT
Force Mode	DFT	DFT	DFT	DFT	DFT	DFT	DFT	DFT

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	7	8	9	14	19									
Minute		30	15		30											
Action	100	1	4	1	2	3	100									

Day Plan Table 2	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour		8	14	20												
Minute		30	30													
Action	100	1	2	100												

Day Plan Table 3	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour		9	14	19												
Minute		30	30													
Action	100	1	2	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																

Day Plan Table 7	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour																
Minute																
Action																

Day Plan Table 8	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour																
Minute																
Action																

Day Plan Table 9	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour																
Minute																
Action																

Day Plan Table 10	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour																
Minute																

Action																

Day Plan Table 11	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 13	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 14	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 15	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 16	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 17	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 18	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 19	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 20	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

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	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
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23																																																	1

City of Ocala

Intersection Timing Sheet

Station ID [6.1]

Intersection : 159 - SR 464 & SE 24th St- (Standard File)

Unit Parameters [6.5]	I/O Mode [1.8.6]	Print Date	Date Implemented
Phase Mode:		5/19/2021 7:51:51 AM	

Communication [6.5]

IP Address	Subnet Mask	Gateway	Port
10.37.80.159	255.255.255.192	10.37.80.129	5159

Phase Timings [1.1.1]

	ϕ1	ϕ2	ϕ3	ϕ4	ϕ5	ϕ6	ϕ7	ϕ8	ϕ9	ϕ10	ϕ11	ϕ12	ϕ13	ϕ14	ϕ15	ϕ16
Walk	0	7	0	7	0	7	0	0	0	0	0	0	0	0	0	0
Ped Clearance	0	32	0	39	0	23	0	0	0	0	0	0	0	0	0	0
Min Green	6	12	0	8	6	12	0	0	0	0	0	0	0	0	0	0
Gap Ext	3	4	0	4	3	4	0	0	0	0	0	0	0	0	0	0
Max1	20	45	0	30	20	45	0	0	0	0	0	0	0	0	0	0
Max2	0	50	0	45	0	50	0	0	0	0	0	0	0	0	0	0
Yellow Clr	5.5	5.5	0	3.4	5.5	5.5	0	3.4	0	0	0	0	0	0	0	0
Red Clr	2.9	2	0	3.3	2.6	2	0	3.3	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
Auto Flash Entry				ON												
Auto Flash Exit		ON				ON										
Non-Actuated 1																
Non-Actuated 2																

Phase Options [1.1.2]

	ϕ1	ϕ2	ϕ3	ϕ4	ϕ5	ϕ6	ϕ7	ϕ8	ϕ9	ϕ10	ϕ11	ϕ12	ϕ13	ϕ14	ϕ15	ϕ16
Enable	ON	ON		ON	ON	ON										
Lock Call	ON	ON			ON	ON										
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry		ON				ON										
Sim Gap Enable		ON				ON										
Guar Passage																
Rest In Walk		ON				ON										
Cond Service																
Add Init Calc																

Phase Options Plus [1.1.3]

	ϕ1	ϕ2	ϕ3	ϕ4	ϕ5	ϕ6	ϕ7	ϕ8	ϕ9	ϕ10	ϕ11	ϕ12	ϕ13	ϕ14	ϕ15	ϕ16
Reservice																
Ped Clr Thru Yellow																
Skip Red-NoCall																
Red Rest																
Max 2																
Max Inhibit																
Ped Delay																
Red Rest On Gap																
Conflicting P																
Green Ped Delay Time																
Omit Ycl																

Ped Out																							
Start Yel																							
Redirect P Calls From 1																							
Redirect P Calls To 1																							
Redirect P Calls From 2																							
Redirect P Calls To 2																							
Redirect P Calls From 3																							
Redirect P Calls To 3																							
Redirect P Calls From 4																							
Redirect P Calls To 4																							

Channel Assignment [1.8.1]

Channel	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
PH/OLP #	1	2	3	4	5	6	7	8	1	2	3	4	2	4	6	8	1	3	5	7				
Type	VEH	VEH	VEH	VEH	VEH	VEH	VEH	VEH	OLP	OLP	OLP	OLP	PED	PED	PED	PED	PED	PED	PED	PED	VEH	VEH	VEH	VEH
Flash	RED	YEL	RED	RED	RED	YEL	RED	RED	RED	RED	RED	RED	DRK	DRK	DRK	DRK	DRK	DRK	DRK	DRK	DRK	DRK	DRK	DRK
Alt Hz																								
Dimming Green																								
Dimming Yellow																								
Dimming Red																								
Dimming Cyc	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+

I/O Channel Plus [1.8.4]

Channel	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	10	21	22	23	24
Flash Red																								
Flash Yellow																								
Flash Green																								
Inh Red Flash in Preempt																								
Color Flash Rate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Override Type	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Olap Ovrd	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Overlap Program Parameters [1.5.2.1]

Overlap	Included Phases								Modifer Phases								Type	Green	Yellow	Red
Overlap 1																	NORMAL		3.5	1.5
Overlap 2																	NORMAL		3.5	1.5
Overlap 3																	NORMAL		3.5	1.5
Overlap 4																	NORMAL		3.5	1.5
Overlap 5																	NORMAL		3.5	1.5
Overlap 6																	NORMAL		3.5	1.5
Overlap 7																	NORMAL		3.5	1.5
Overlap 8																	NORMAL		3.5	1.5
Overlap 9																	NORMAL		3.5	1.5
Overlap 10																	NORMAL		3.5	1.5
Overlap 11																	NORMAL		3.5	1.5
Overlap 12																	NORMAL		3.5	1.5
Overlap 13																	NORMAL		3.5	1.5
Overlap 14																	NORMAL		3.5	1.5
Overlap 15																	NORMAL		3.5	1.5
Overlap 16																	NORMAL		3.5	1.5

Overlap Conflict Parameters+ [1.5.2.2]

Overlap	Conflicting Phases								Conflicting Overlaps								Conflicting Peds							
Overlap 1																								
Overlap 2																								
Overlap 3																								
Overlap 4																								
Overlap 5																								
Overlap 6																								
Overlap 7																								
Overlap 8																								
Overlap 9																								
Overlap 10																								
Overlap 11																								
Overlap 12																								
Overlap 13																								
Overlap 14																								
Overlap 15																								
Overlap 16																								

Ring Sequence [1.2.4]

Ring	P1	P2	P3	P4	P5	P6	P7	P8
Ring 1	1	2	3	4				
Ring 2	5	6	7	8				
Ring 3								
Ring 4								

Phase Startup, Concur [1.1.4]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	
2	0	0	0	0	0	0	0	0	0	
3	0	0	0	0	0	0	0	0	0	
4	0	0	0	0	0	0	0	0	0	
5	0	0	0	0	0	0	0	0	0	
6	0	0	0	0	0	0	0	0	0	
7	0	0	0	0	0	0	0	0	0	
8	0	0	0	0	0	0	0	0	0	

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	
2	0	0	0	0	0	0	0	0	0	
3	0	0	0	0	0	0	0	0	0	
4	0	0	0	0	0	0	0	0	0	
5	0	0	0	0	0	0	0	0	0	
6	0	0	0	0	0	0	0	0	0	
7	0	0	0	0	0	0	0	0	0	
8	0	0	0	0	0	0	0	0	0	

Alternate Phase Program 1, Phase Options [1.1.6.2.1]

Column	Non Act1	Lock Call	Soft Recall	Dual Entry	Sim Gap Enb	Guar Pass	RIW	Cond Service	Reservice	Red Rest	Max 2	Ped Delay	Conf Phs1	Conf Phs1	Assign Phase
1		ON												0	0
2		ON												0	0
3		ON												0	0
4		ON												0	0
5		ON												0	0
6		ON												0	0
7		ON												0	0
8		ON												0	0

Alternate Phase Program 2, Phase Options [1.1.6.2.2]

Column	Non Act1	Lock Call	Soft Recall	Dual Entry	Sim Gap Enb	Guar Pass	RIW	Cond Service	Reservice	Red Rest	Max 2	Ped Delay	Conf Phs1	Conf Phs1	Assign Phase
1		ON												0	0
2		ON												0	0
3		ON												0	0
4		ON												0	0
5		ON												0	0
6		ON												0	0
7		ON												0	0
8		ON												0	0

Alternate Phase Program 3, Phase Options [1.1.6.2.3]

Column	Non Act1	Lock Call	Soft Recall	Dual Entry	Sim Gap Enb	Guar Pass	RIW	Cond Service	Reservice	Red Rest	Max 2	Ped Delay	Conf Phs1	Conf Phs1	Assign Phase
1		ON												0	0
2		ON												0	0
3		ON												0	0
4		ON												0	0
5		ON												0	0
6		ON												0	0
7		ON												0	0
8		ON												0	0

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	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0

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	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0

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	27	103		30	18	112		30								
Mode	NON	MIN	NON	NON	NON	MIN	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase		ON														

Split Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	43	81		36	18	106		36								
Mode	NON	MIN	NON	NON	NON	MIN	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase		ON														

Split Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	39	81		50	18	102		50								
Mode	NON	MIN	NON	NON	NON	MIN	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase		ON														

Split Table 4	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 Phase																

Float								
Min Veh Perm								
Min Ped Perm								
Percentage								
MI								
Ret Hold								
ASC								
Ph Opt Table								
Ph Time Table								
Det Grp								
Call Inh								
Olp Off 1								
Olp Off 2								
Olp Off 3								
Olp Off 4								
Olp Off 5								
Olp Off 6								
Olp Off 7								
Olp Off 8								
Dia Mode	DFT	DFT	DFT	DFT	DFT	DFT	DFT	DFT
Force Mode	DFT	DFT	DFT	DFT	DFT	DFT	DFT	DFT

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	9	14	19											
Minute		30	30													
Action	100	1	2	3	100											

Day Plan Table 2	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour		8	14	20												
Minute		30	30													
Action	100	1	2	100												

Day Plan Table 3	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour		9	14	19												
Minute		30	30													
Action	100	1	2	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																

Day Plan Table 7	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour																
Minute																
Action																

Day Plan Table 8	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour																
Minute																
Action																

Day Plan Table 9	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour																
Minute																
Action																

Day Plan Table 10	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour																
Minute																
Action																

Day Plan Table 11	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Hour																

Minute																
Action																

Day Plan Table 12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 13	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 14	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 15	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 16	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 17	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 18	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 19	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 20	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

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	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
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24																																																	1

APPENDIX F: INTERSECTION VOLUME DEVELOPEMENT WORKSHEETS

INTERSECTION VOLUME DEVELOPMENT
SE 24th St (Signal) @ SR 464/Maricamp Rd
AM Peak Hour

Case	SE 24th St (Signal) Northbound				SE 24th St (Signal) Southbound				SR 464/Maricamp Rd Eastbound				SR 464/Maricamp Rd Westbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
6/8/21 Observed Volumes	0	61	14	50	0	42	40	278	2	96	510	51	6	39	1,445	73
Peak Season Factor	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05
2021 Peak Season Volumes	0	64	15	53	0	44	42	292	2	101	536	54	6	41	1,517	77
Growth Factor	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
2025 Peak Season Volumes	0	68	16	56	0	47	45	310	2	107	568	57	6	43	1,608	82
Vested Trips																
ARC Commercial	0	0	0	0	0	0	0	3	0	2	12	0	0	0	19	0
2025 Background Traffic	0	68	16	56	0	47	45	313	2	109	580	57	6	43	1,627	82
Auto Assignment								13.0%	59.0%	13.0%	28.0%				28.0%	
	--	--	--	--	--	--	--	IN	OUT	OUT	OUT	--	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	0	0	5	65	15	31	0	0	0	8	0
Total Build-Out Volumes	0	68	16	56	0	47	45	318	67	124	611	57	6	43	1,635	82

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Raw-To-Peak Season Factor:	1.05	Existing Year:	2021
100th Highest Hour Factor:	0.96	Buildout Year:	2025
Weekly Adjustment Factor:	1.01	Annual Growth Rate:	1.50%
		Growth Factor:	1.06

INTERSECTION VOLUME DEVELOPMENT
SE 25th Ave @ SR 464/Maricamp Rd
PM Peak Hour

Case	SE 25th Ave Northbound				SE 25th Ave Southbound				SR 464/Maricamp Rd Eastbound				SR 464/Maricamp Rd Westbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
5/12/21 Observed Volumes	0	20	18	31	0	371	22	264	0	270	1,442	39	0	27	928	268
Peak Season Factor	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
2021 Peak Season Volumes	0	21	19	32	0	382	23	272	0	278	1,485	40	0	28	956	276
Growth Factor	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
2025 Peak Season Volumes	0	22	20	34	0	405	24	288	0	295	1,574	42	0	30	1,013	293
Vested Trips																
ARC Commercial	0	0	0	0	0	19	0	0	0	0	38	0	0	0	40	20
2025 Background Traffic	0	22	20	34	0	424	24	288	0	295	1,612	42	0	30	1,053	313
Auto Assignment						19.0%					32.0%				32.0%	19.0%
	--	--	--	--	--	IN	--	--	--	--	IN	--	--	--	OUT	OUT
Project Traffic (Net New Trips)	0	0	0	0	0	20	0	0	0	0	34	0	0	0	18	12
Total Build-Out Volumes	0	22	20	34	0	444	24	288	0	295	1,646	42	0	30	1,071	325

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Raw-To-Peak Season Factor:	1.03	Existing Year:	2021
100th Highest Hour Factor:	0.96	Buildout Year:	2025
Weekly Adjustment Factor:	0.99	Annual Growth Rate:	1.50%
		Growth Factor:	1.06

INTERSECTION VOLUME DEVELOPMENT
SE 30th Ave @ SR 464/Maricamp Rd
PM Peak Hour

Case	SE 30th Ave Northbound				SE 30th Ave Southbound				SR 464/Maricamp Rd Eastbound				SR 464/Maricamp Rd Westbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
6/8/21 Observed Volumes	0	1	1	2	0	17	0	125	0	148	1,696	0	30	0	1,008	56
Peak Season Factor	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05
2021 Peak Season Volumes	0	1	1	2	0	18	0	131	0	155	1,781	0	32	0	1,058	59
Growth Factor	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
2025 Peak Season Volumes	0	1	1	2	0	19	0	139	0	164	1,888	0	34	0	1,121	63
Vested Trips																
ARC Commercial	0	90	11	0	0	0	9	0	0	0	0	87	0	49	0	0
2025 Background Traffic	0	91	12	2	0	19	9	139	0	164	1,888	87	34	49	1,121	63
Auto Assignment						6.0%					53.0%		41.0%		53.0%	6.0%
	--	--	--	--	--	IN	--	--	--	--	IN	--	IN	--	OUT	OUT
Project Traffic (Net New Trips)	0	0	0	0	0	7	0	0	0	0	55	0	43	0	31	4
Total Build-Out Volumes	0	91	12	2	0	26	9	139	0	164	1,943	87	77	49	1,152	67

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Raw-To-Peak Season Factor:	1.05	Existing Year:	2021
100th Highest Hour Factor:	0.96	Buildout Year:	2025
Weekly Adjustment Factor:	1.01	Annual Growth Rate:	1.50%
		Growth Factor:	1.06

INTERSECTION VOLUME DEVELOPMENT
SE 24th St (Driveway) @ SR 464/Maricamp Rd
PM Peak Hour

	SE 24th St (Driveway) Northbound				N/A Southbound				SR 464/Maricamp Rd Eastbound				SR 464/Maricamp Rd Westbound			
Case	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
5/12/21 Observed Volumes	0	0	0	24	0	0	0	0	0	0	1,564	32	0	0	1,126	0
Peak Season Factor	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
2021 Peak Season Volumes	0	0	0	25	0	0	0	0	0	0	1,611	33	0	0	1,160	0
Growth Factor	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
2025 Peak Season Volumes	0	0	0	27	0	0	0	0	0	0	1,708	35	0	0	1,230	0
Vested Trips																
ARC Commercial	0	0	0	51	0	0	0	0	0	0	0	0	0	0	49	0
2025 Background Traffic	0	0	0	78	0	0	0	0	0	0	1,708	35	0	0	1,279	0
Auto Assignment				100.0%								100.0%			100.0%	
	--	--	--	OUT	--	--	--	--	--	--	--	IN	--	--	IN & OUT	--
Project Traffic (Net New Trips)	0	0	0	61	0	0	0	0	0	0	0	105	0	0	78	0
Total Build-Out Volumes	0	0	0	139	0	0	0	0	0	0	1,708	140	0	0	1,357	0

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Raw-To-Peak Season Factor:	1.03	Existing Year:	2021
100th Highest Hour Factor:	0.96	Buildout Year:	2025
Weekly Adjustment Factor:	0.99	Annual Growth Rate:	1.50%
		Growth Factor:	1.06

INTERSECTION VOLUME DEVELOPMENT
SE 24th St (Signal) @ SR 464/Maricamp Rd
PM Peak Hour

Case	SE 24th St (Signal) Northbound				SE 24th St (Signal) Southbound				SR 464/Maricamp Rd Eastbound				SR 464/Maricamp Rd Westbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
5/12/21 Observed Volumes	0	61	43	129	0	206	34	184	4	273	1,212	108	14	95	873	110
Peak Season Factor	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
2021 Peak Season Volumes	0	63	44	133	0	212	35	190	4	281	1,248	111	14	98	899	113
Growth Factor	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
2025 Peak Season Volumes	0	67	47	141	0	225	37	201	4	298	1,323	118	15	104	953	120
Vested Trips																
ARC Commercial	0	0	0	0	0	0	0	4	0	4	30	0	0	0	28	0
2025 Background Traffic	0	67	47	141	0	225	37	205	4	302	1,353	118	15	104	981	120
Auto Assignment								13.0%	59.0%	13.0%	28.0%				28.0%	
	--	--	--	--	--	--	--	IN	OUT	OUT	OUT	--	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	0	0	14	35	8	18	0	0	0	29	0
Total Build-Out Volumes	0	67	47	141	0	225	37	219	39	310	1,371	118	15	104	1,010	120

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Raw-To-Peak Season Factor:	1.03	Existing Year:	2021
100th Highest Hour Factor:	0.96	Buildout Year:	2025
Weekly Adjustment Factor:	0.99	Annual Growth Rate:	1.50%
		Growth Factor:	1.06

2019 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 3600 MARION COUNTYWIDE

MOCF: 0.96

WEEK	DATES	SF	PSCF
1	01/01/2019 - 01/05/2019	0.98	1.02
2	01/06/2019 - 01/12/2019	1.01	1.05
3	01/13/2019 - 01/19/2019	1.05	1.09
4	01/20/2019 - 01/26/2019	1.03	1.07
5	01/27/2019 - 02/02/2019	1.02	1.06
6	02/03/2019 - 02/09/2019	1.00	1.04
7	02/10/2019 - 02/16/2019	0.99	1.03
* 8	02/17/2019 - 02/23/2019	0.97	1.01
* 9	02/24/2019 - 03/02/2019	0.96	1.00
*10	03/03/2019 - 03/09/2019	0.95	0.99
*11	03/10/2019 - 03/16/2019	0.94	0.98
*12	03/17/2019 - 03/23/2019	0.94	0.98
*13	03/24/2019 - 03/30/2019	0.95	0.99
*14	03/31/2019 - 04/06/2019	0.95	0.99
*15	04/07/2019 - 04/13/2019	0.96	1.00
*16	04/14/2019 - 04/20/2019	0.96	1.00
*17	04/21/2019 - 04/27/2019	0.97	1.01
*18	04/28/2019 - 05/04/2019	0.98	1.02
*19	05/05/2019 - 05/11/2019	0.99	1.03
*20	05/12/2019 - 05/18/2019	0.99	1.03
21	05/19/2019 - 05/25/2019	1.00	1.04
22	05/26/2019 - 06/01/2019	1.01	1.05
23	06/02/2019 - 06/08/2019	1.01	1.05
24	06/09/2019 - 06/15/2019	1.02	1.06
25	06/16/2019 - 06/22/2019	1.02	1.06
26	06/23/2019 - 06/29/2019	1.02	1.06
27	06/30/2019 - 07/06/2019	1.03	1.07
28	07/07/2019 - 07/13/2019	1.03	1.07
29	07/14/2019 - 07/20/2019	1.03	1.07
30	07/21/2019 - 07/27/2019	1.03	1.07
31	07/28/2019 - 08/03/2019	1.03	1.07
32	08/04/2019 - 08/10/2019	1.03	1.07
33	08/11/2019 - 08/17/2019	1.03	1.07
34	08/18/2019 - 08/24/2019	1.04	1.08
35	08/25/2019 - 08/31/2019	1.05	1.09
36	09/01/2019 - 09/07/2019	1.06	1.10
37	09/08/2019 - 09/14/2019	1.07	1.11
38	09/15/2019 - 09/21/2019	1.09	1.14
39	09/22/2019 - 09/28/2019	1.06	1.10
40	09/29/2019 - 10/05/2019	1.04	1.08
41	10/06/2019 - 10/12/2019	1.02	1.06
42	10/13/2019 - 10/19/2019	1.00	1.04
43	10/20/2019 - 10/26/2019	1.00	1.04
44	10/27/2019 - 11/02/2019	1.00	1.04
45	11/03/2019 - 11/09/2019	0.99	1.03
46	11/10/2019 - 11/16/2019	0.99	1.03
47	11/17/2019 - 11/23/2019	0.99	1.03
48	11/24/2019 - 11/30/2019	0.99	1.03
49	12/01/2019 - 12/07/2019	0.99	1.03
50	12/08/2019 - 12/14/2019	0.98	1.02
51	12/15/2019 - 12/21/2019	0.98	1.02
52	12/22/2019 - 12/28/2019	1.01	1.05
53	12/29/2019 - 12/31/2019	1.05	1.09

* PEAK SEASON

14-FEB-2020 15:39:28 830UPD 5_3600_PKSEASON.TXT

APPENDIX G: SYNCHRO OUTPUTS

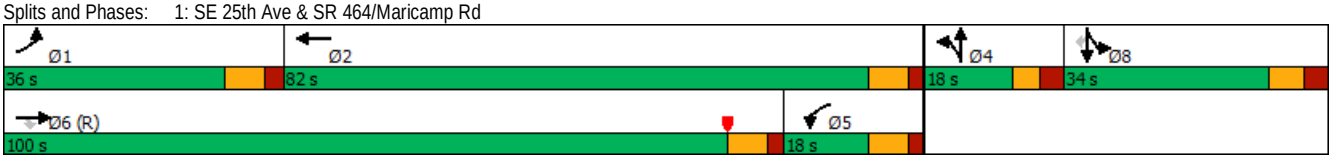
G1: Peak Hour 2021 Existing Traffic Conditions

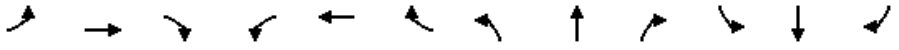
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	278	1485	40	28	956	276	21	19	32	382	23	272
Future Volume (vph)	278	1485	40	28	956	276	21	19	32	382	23	272
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	290	1547	42	29	996	288	22	20	33	398	24	283
Shared Lane Traffic (%)										47%		
Lane Group Flow (vph)	290	1547	42	29	1284	0	22	53	0	211	211	283
Turn Type	Prot	NA	Perm	Prot	NA		Split	NA		Split	NA	Perm
Protected Phases	1	6		5	2		4	4		8	8	
Permitted Phases			6									8
Detector Phase	1	6	6	5	2		4	4		8	8	8
Switch Phase												
Minimum Initial (s)	5.0	15.0	15.0	8.0	15.0		8.0	8.0		8.0	8.0	8.0
Minimum Split (s)	12.6	22.1	22.1	15.2	22.1		14.6	14.6		15.8	15.8	15.8
Total Split (s)	36.0	100.0	100.0	18.0	82.0		18.0	18.0		34.0	34.0	34.0
Total Split (%)	21.2%	58.8%	58.8%	10.6%	48.2%		10.6%	10.6%		20.0%	20.0%	20.0%
Yellow Time (s)	5.0	5.1	5.1	5.1	5.1		3.5	3.5		4.5	4.5	4.5
All-Red Time (s)	2.6	2.0	2.0	2.1	2.0		3.1	3.1		3.3	3.3	3.3
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)	7.6	7.1	7.1	7.2	7.1		6.6	6.6		7.8	7.8	7.8
Lead/Lag	Lead	Lead	Lead	Lag	Lag							
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes							
Recall Mode	None	C-Min	C-Min	None	Min		None	None		None	None	None
v/c Ratio	0.90	0.71	0.04	0.25	0.81		0.24	0.45		0.84	0.83	0.59
Control Delay	97.5	28.0	0.1	53.5	19.4		83.1	47.6		96.7	95.5	11.7
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	97.5	28.0	0.1	53.5	19.4		83.1	47.6		96.7	95.5	11.7
Queue Length 50th (ft)	318	773	0	28	185		24	22		237	237	0
Queue Length 95th (ft)	#528	813	0	m57	242		57	71		#387	#384	92
Internal Link Dist (ft)		1306			2465			699			1696	
Turn Bay Length (ft)	200		430	190			275			300		
Base Capacity (vph)	321	2208	1033	127	1612		117	142		269	271	491
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	0.90	0.70	0.04	0.23	0.80		0.19	0.37		0.78	0.78	0.58

Intersection Summary

Cycle Length: 170
Actuated Cycle Length: 170
Offset: 151 (89%), Referenced to phase 6:EBT, 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.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: SE 25th Ave & SR 464/Maricamp Rd





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	278	1485	40	28	956	276	21	19	32	382	23	272
Future Volume (veh/h)	278	1485	40	28	956	276	21	19	32	382	23	272
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
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1856	1856	1856	1870	1870	1870
Adj Flow Rate, veh/h	290	1547	36	29	996	267	22	20	7	415	0	127
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2	2	2	2	2	3	3	3	2	2	2
Cap, veh/h	298	1713	764	146	1093	292	75	56	19	469	0	209
Arrive On Green	0.17	0.48	0.48	0.08	0.39	0.39	0.04	0.04	0.04	0.13	0.00	0.13
Sat Flow, veh/h	1781	3554	1585	1781	2773	740	1767	1313	460	3563	0	1585
Grp Volume(v), veh/h	290	1547	36	29	637	626	22	0	27	415	0	127
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1737	1767	0	1773	1781	0	1585
Q Serve(g_s), s	27.5	67.9	2.0	2.6	57.5	58.1	2.1	0.0	2.5	19.5	0.0	12.9
Cycle Q Clear(g_c), s	27.5	67.9	2.0	2.6	57.5	58.1	2.1	0.0	2.5	19.5	0.0	12.9
Prop In Lane	1.00		1.00	1.00		0.43	1.00		0.26	1.00		1.00
Lane Grp Cap(c), veh/h	298	1713	764	146	700	685	75	0	75	469	0	209
V/C Ratio(X)	0.97	0.90	0.05	0.20	0.91	0.91	0.29	0.00	0.36	0.88	0.00	0.61
Avail Cap(c_a), veh/h	298	1942	866	146	783	765	119	0	119	549	0	244
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	70.4	40.4	23.3	72.8	48.6	48.8	78.9	0.0	79.1	72.5	0.0	69.7
Incr Delay (d2), s/veh	45.1	8.2	0.1	0.7	13.6	14.6	2.1	0.0	2.9	14.2	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	16.1	30.6	0.8	1.2	27.5	27.3	1.0	0.0	1.2	9.9	0.0	5.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	115.5	48.6	23.4	73.5	62.2	63.4	81.1	0.0	82.0	86.7	0.0	72.9
LnGrp LOS	F	D	C	E	E	E	F	A	F	F	A	E
Approach Vol, veh/h		1873			1292			49			542	
Approach Delay, s/veh		58.5			63.1			81.6			83.5	
Approach LOS		E			E			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	36.0	74.2		13.8	21.1	89.1		30.2				
Change Period (Y+Rc), s	7.6	* 7.2		6.6	7.2	7.1		7.8				
Max Green Setting (Gmax), s	28.4	* 75		11.4	10.8	92.9		26.2				
Max Q Clear Time (g_c+I1), s	29.5	60.1		4.5	4.6	69.9		21.5				
Green Ext Time (p_c), s	0.0	6.9		0.1	0.0	12.1		0.9				

Intersection Summary			
HCM 6th Ctrl Delay		64.0	
HCM 6th LOS		E	

Notes

User approved volume balancing among the lanes for turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations													
Traffic Volume (vph)	155	1781	0	32	0	1058	59	1	1	2	18	0	131
Future Volume (vph)	155	1781	0	32	0	1058	59	1	1	2	18	0	131
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	161	1855	0	33	0	1102	61	1	1	2	19	0	136
Shared Lane Traffic (%)													
Lane Group Flow (vph)	161	1855	0	0	33	1102	61	0	4	0	0	19	136
Sign Control		Free				Free			Stop			Stop	

Intersection Summary
Control Type: Unsignalized

Intersection	
Int Delay, s/veh	1.8

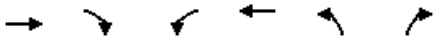
Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations													
Traffic Vol, veh/h	155	1781	0	32	0	1058	59	1	1	2	18	0	131
Future Vol, veh/h	155	1781	0	32	0	1058	59	1	1	2	18	0	131
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	-	None	-	-	None	-	-	Yield
Storage Length	435	-	-	-	440	-	440	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	161	1855	0	33	0	1102	61	1	1	2	19	0	136

Major/Minor	Major1			Major2				Minor1			Minor2		
Conflicting Flow All	1163	0	0	1855	1855	0	0	2794	3406	928	2418	3345	551
Stage 1	-	-	-	-	-	-	-	2177	2177	-	1168	1168	-
Stage 2	-	-	-	-	-	-	-	617	1229	-	1250	2177	-
Critical Hdwy	4.14	-	-	6.44	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.52	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	596	-	-	*449	*509	-	-	6	~ 1	*341	*48	1	478
Stage 1	-	-	-	-	-	-	-	192	192	-	*206	266	-
Stage 2	-	-	-	-	-	-	-	444	248	-	*321	192	-
Platoon blocked, %		-	-	1	1	-	-	1	1	1	1	1	
Mov Cap-1 Maneuver	596	-	-	*446	*446	-	-	3	0	*341	*36	0	478
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	64	42	-	*94	68	-
Stage 1	-	-	-	-	-	-	-	140	140	-	*150	246	-
Stage 2	-	-	-	-	-	-	-	294	230	-	*231	140	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.1	0.4	47.9	20
HCM LOS			E	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	88	596	-	-	* 446	-	-	94	478
HCM Lane V/C Ratio	0.047	0.271	-	-	0.075	-	-	0.199	0.285
HCM Control Delay (s)	47.9	13.3	-	-	13.7	-	-	52.6	15.5
HCM Lane LOS	E	B	-	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.1	1.1	-	-	0.2	-	-	0.7	1.2

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	1611	33	0	1160	0	25
Future Volume (vph)	1611	33	0	1160	0	25
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	2%	3%	3%	2%	2%
Adj. Flow (vph)	1696	35	0	1221	0	26
Shared Lane Traffic (%)						
Lane Group Flow (vph)	1731	0	0	1221	0	26
Sign Control	Free			Free	Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1611	33	0	1160	0	25
Future Vol, veh/h	1611	33	0	1160	0	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	3	3	2	2
Mvmt Flow	1696	35	0	1221	0	26

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	866
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	-	0	-	0	297
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	297
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	18.3
HCM LOS			C

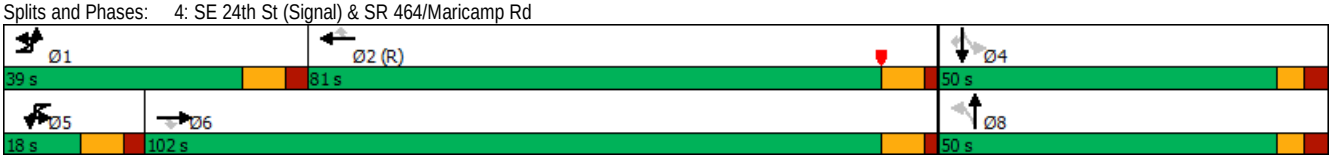
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	297	-	-	-
HCM Lane V/C Ratio	0.089	-	-	-
HCM Control Delay (s)	18.3	-	-	-
HCM Lane LOS	C	-	-	-
HCM 95th %tile Q(veh)	0.3	-	-	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	284	1248	111	112	899	113	63	44	133	212	35	190
Future Volume (vph)	284	1248	111	112	899	113	63	44	133	212	35	190
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%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	293	1287	114	115	927	116	65	45	137	219	36	196
Shared Lane Traffic (%)												
Lane Group Flow (vph)	293	1287	114	115	927	116	65	182	0	0	255	196
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases	1	6		5	2			8			4	
Permitted Phases			6			2	8			4		4
Detector Phase	1	6	6	5	2	2	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	6.0	12.0	12.0	6.0	12.0	12.0	8.0	8.0		8.0	8.0	8.0
Minimum Split (s)	14.4	25.5	25.5	14.1	25.5	25.5	24.7	24.7		24.7	24.7	24.7
Total Split (s)	39.0	102.0	102.0	18.0	81.0	81.0	50.0	50.0		50.0	50.0	50.0
Total Split (%)	22.9%	60.0%	60.0%	10.6%	47.6%	47.6%	29.4%	29.4%		29.4%	29.4%	29.4%
Yellow Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	3.4	3.4		3.4	3.4	3.4
All-Red Time (s)	2.9	2.0	2.0	2.6	2.0	2.0	3.3	3.3		3.3	3.3	3.3
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)	8.4	7.5	7.5	8.1	7.5	7.5	6.7	6.7			6.7	6.7
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	Min	Min	None	C-Min	C-Min	None	None		None	None	None
v/c Ratio	0.89	0.80	0.15	0.69	0.73	0.18	0.24	0.31			0.76	0.31
Control Delay	88.3	54.9	17.4	92.8	51.6	4.3	45.1	23.5			67.0	6.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Delay	88.3	54.9	17.4	92.8	51.6	4.3	45.1	23.5			67.0	6.2
Queue Length 50th (ft)	345	737	41	124	495	0	53	76			254	0
Queue Length 95th (ft)	m#518	621	m71	#287	540	35	100	150			#402	62
Internal Link Dist (ft)		350			742			366			1145	
Turn Bay Length (ft)	480		290	520		190	115					
Base Capacity (vph)	336	1967	924	167	1530	758	276	585			337	642
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	0.87	0.65	0.12	0.69	0.61	0.15	0.24	0.31			0.76	0.31

Intersection Summary

Cycle Length: 170
Actuated Cycle Length: 170
Offset: 132 (78%), Referenced to phase 2:WBT, Start of Yellow
Natural Cycle: 90
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: 4: SE 24th St (Signal) & SR 464/Maricamp Rd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	284	1248	111	112	899	113	63	44	133	212	35	190
Future Volume (veh/h)	284	1248	111	112	899	113	63	44	133	212	35	190
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
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1856	1856	1856	1870	1870	1870
Adj Flow Rate, veh/h	293	1287	84	115	927	60	65	45	97	219	36	60
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	2	2	2	3	3	3	2	2	2
Cap, veh/h	311	1975	881	104	1555	694	42	133	287	247	34	404
Arrive On Green	0.17	0.56	0.56	0.06	0.44	0.44	0.25	0.25	0.25	0.25	0.25	0.25
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1289	524	1129	814	134	1585
Grp Volume(v), veh/h	293	1287	84	115	927	60	65	0	142	255	0	60
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1289	0	1652	948	0	1585
Q Serve(g_s), s	27.6	42.9	4.2	9.9	33.7	3.8	0.0	0.0	11.9	31.4	0.0	5.0
Cycle Q Clear(g_c), s	27.6	42.9	4.2	9.9	33.7	3.8	43.3	0.0	11.9	43.3	0.0	5.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.68	0.86		1.00
Lane Grp Cap(c), veh/h	311	1975	881	104	1555	694	42	0	421	281	0	404
V/C Ratio(X)	0.94	0.65	0.10	1.11	0.60	0.09	1.53	0.00	0.34	0.91	0.00	0.15
Avail Cap(c_a), veh/h	321	1975	881	104	1555	694	42	0	421	281	0	404
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	69.3	26.3	17.7	80.1	36.4	27.9	85.0	0.0	51.7	70.1	0.0	49.1
Incr Delay (d2), s/veh	34.7	0.8	0.0	120.6	1.7	0.2	329.7	0.0	0.5	30.9	0.0	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	15.2	17.3	1.5	7.9	14.5	1.5	5.8	0.0	5.1	13.7	0.0	2.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	103.9	27.1	17.8	200.7	38.1	28.2	414.7	0.0	52.1	101.1	0.0	49.2
LnGrp LOS	F	C	B	F	D	C	F	A	D	F	A	D
Approach Vol, veh/h		1664			1102			207			315	
Approach Delay, s/veh		40.1			54.5			166.0			91.2	
Approach LOS		D			D			F			F	

Timer - Assigned Phs	1	2		4	5	6		8
Phs Duration (G+Y+Rc), s	38.1	81.9		50.0	18.0	102.0		50.0
Change Period (Y+Rc), s	* 8.4	7.5		* 6.7	* 8.1	7.5		* 6.7
Max Green Setting (Gmax), s	* 31	73.5		* 43	* 9.9	94.5		* 43
Max Q Clear Time (g_c+I1), s	29.6	35.7		45.3	11.9	44.9		45.3
Green Ext Time (p_c), s	0.1	6.7		0.0	0.0	11.4		0.0

Intersection Summary		
HCM 6th Ctrl Delay		57.8
HCM 6th LOS		E

Notes

User approved pedestrian interval to be less than phase max green.
User approved ignoring U-Turning movement.
* HCM 6th 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)	103	536	54	47	1517	77	64	15	53	44	42	292
Future Volume (vph)	103	536	54	47	1517	77	64	15	53	44	42	292
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	3%	3%	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Adj. Flow (vph)	111	576	58	51	1631	83	69	16	57	47	45	314
Shared Lane Traffic (%)												
Lane Group Flow (vph)	111	576	58	51	1631	83	69	73	0	0	92	314
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases	1	6		5	2			8			4	
Permitted Phases			6			2	8			4		4
Detector Phase	1	6	6	5	2	2	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	6.0	12.0	12.0	6.0	12.0	12.0	8.0	8.0		8.0	8.0	8.0
Minimum Split (s)	14.4	25.5	25.5	14.1	25.5	25.5	24.7	24.7		24.7	24.7	24.7
Total Split (s)	27.0	112.0	112.0	18.0	103.0	103.0	30.0	30.0		30.0	30.0	30.0
Total Split (%)	16.9%	70.0%	70.0%	11.3%	64.4%	64.4%	18.8%	18.8%		18.8%	18.8%	18.8%
Yellow Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	3.4	3.4		3.4	3.4	3.4
All-Red Time (s)	2.9	2.0	2.0	2.6	2.0	2.0	3.3	3.3		3.3	3.3	3.3
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)	8.4	7.5	7.5	8.1	7.5	7.5	6.7	6.7			6.7	6.7
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	Min	Min	None	C-Min	C-Min	None	None		None	None	None
v/c Ratio	0.68	0.24	0.05	0.52	0.74	0.08	0.38	0.25			0.42	0.89
Control Delay	90.5	11.4	0.9	92.1	25.3	0.2	66.9	21.4			67.6	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	90.5	11.4	0.9	92.1	25.3	0.2	66.9	21.4			67.6	62.0
Queue Length 50th (ft)	114	133	0	53	650	0	64	14			87	181
Queue Length 95th (ft)	182	154	9	102	741	0	121	65			151	#366
Internal Link Dist (ft)		350			742			366			1145	
Turn Bay Length (ft)	480		290	520		190	115					
Base Capacity (vph)	203	2415	1105	109	2217	1043	198	307			235	370
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	0.55	0.24	0.05	0.47	0.74	0.08	0.35	0.24			0.39	0.85

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 76 (48%), Referenced to phase 2:WBT, Start of Yellow
Natural Cycle: 90
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SE 24th St (Signal) & SR 464/Maricamp Rd

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	103	536	54	47	1517	77	64	15	53	44	42	292
Future Volume (veh/h)	103	536	54	47	1517	77	64	15	53	44	42	292
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
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	111	576	46	51	1631	56	69	16	28	47	45	73
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	3	3	3	2	2	2	2	2	2	2	2	2
Cap, veh/h	132	2446	1091	65	2324	1037	130	79	139	120	104	206
Arrive On Green	0.07	0.69	0.69	0.04	0.65	0.65	0.13	0.13	0.13	0.13	0.13	0.13
Sat Flow, veh/h	1767	3526	1572	1781	3554	1585	1274	610	1068	658	802	1585
Grp Volume(v), veh/h	111	576	46	51	1631	56	69	0	44	92	0	73
Grp Sat Flow(s),veh/h/ln	1767	1763	1572	1781	1777	1585	1274	0	1678	1461	0	1585
Q Serve(g_s), s	9.9	9.6	1.5	4.5	47.0	2.0	8.6	0.0	3.7	6.5	0.0	6.7
Cycle Q Clear(g_c), s	9.9	9.6	1.5	4.5	47.0	2.0	18.8	0.0	3.7	10.2	0.0	6.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.64	0.51		1.00
Lane Grp Cap(c), veh/h	132	2446	1091	65	2324	1037	130	0	218	224	0	206
V/C Ratio(X)	0.84	0.24	0.04	0.78	0.70	0.05	0.53	0.00	0.20	0.41	0.00	0.35
Avail Cap(c_a), veh/h	205	2446	1091	110	2324	1037	149	0	244	248	0	231
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	73.1	9.0	7.7	76.4	17.7	9.9	73.7	0.0	62.2	65.3	0.0	63.5
Incr Delay (d2), s/veh	16.4	0.0	0.0	17.8	1.8	0.1	3.4	0.0	0.4	1.2	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	5.0	3.3	0.5	2.4	17.7	0.7	2.9	0.0	1.6	3.6	0.0	2.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	89.5	9.0	7.7	94.2	19.5	10.0	77.1	0.0	62.6	66.5	0.0	64.5
LnGrp LOS	F	A	A	F	B	B	E	A	E	E	A	E
Approach Vol, veh/h		733			1738			113			165	
Approach Delay, s/veh		21.1			21.4			71.5			65.6	
Approach LOS		C			C			E			E	

Timer - Assigned Phs	1	2		4	5	6		8
Phs Duration (G+Y+Rc), s	20.4	112.1		27.5	14.0	118.5		27.5
Change Period (Y+Rc), s	* 8.4	7.5		* 6.7	* 8.1	7.5		* 6.7
Max Green Setting (Gmax), s	* 19	95.5		* 23	* 9.9	104.5		* 23
Max Q Clear Time (g_c+I1), s	11.9	49.0		12.2	6.5	11.6		20.8
Green Ext Time (p_c), s	0.1	16.6		0.5	0.0	3.8		0.1

Intersection Summary		
HCM 6th Ctrl Delay		26.0
HCM 6th LOS		C

Notes

User approved pedestrian interval to be less than phase max green.
User approved ignoring U-Turning movement.
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

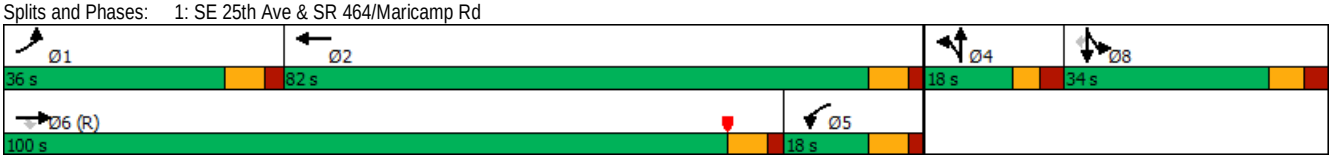
G2: Peak Hour 2025 Future Year Background Traffic Conditions

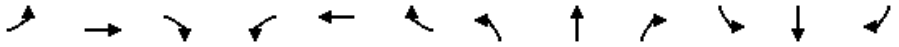
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	295	1594	42	30	1033	303	22	20	34	415	24	288
Future Volume (vph)	295	1594	42	30	1033	303	22	20	34	415	24	288
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles (%)	2%	2%	2%	3%	3%	3%	3%	3%	3%	4%	4%	4%
Adj. Flow (vph)	307	1660	44	31	1076	316	23	21	35	432	25	300
Shared Lane Traffic (%)										47%		
Lane Group Flow (vph)	307	1660	44	31	1392	0	23	56	0	229	228	300
Turn Type	Prot	NA	Perm	Prot	NA		Split	NA		Split	NA	Perm
Protected Phases	1	6		5	2		4	4		8	8	
Permitted Phases			6									8
Detector Phase	1	6	6	5	2		4	4		8	8	8
Switch Phase												
Minimum Initial (s)	5.0	15.0	15.0	8.0	15.0		8.0	8.0		8.0	8.0	8.0
Minimum Split (s)	12.6	22.1	22.1	15.2	22.1		14.6	14.6		15.8	15.8	15.8
Total Split (s)	36.0	100.0	100.0	18.0	82.0		18.0	18.0		34.0	34.0	34.0
Total Split (%)	21.2%	58.8%	58.8%	10.6%	48.2%		10.6%	10.6%		20.0%	20.0%	20.0%
Yellow Time (s)	5.0	5.1	5.1	5.1	5.1		3.5	3.5		4.5	4.5	4.5
All-Red Time (s)	2.6	2.0	2.0	2.1	2.0		3.1	3.1		3.3	3.3	3.3
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)	7.6	7.1	7.1	7.2	7.1		6.6	6.6		7.8	7.8	7.8
Lead/Lag	Lead	Lead	Lead	Lag	Lag							
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes							
Recall Mode	None	C-Min	C-Min	None	Min		None	None		None	None	None
v/c Ratio	0.96	0.80	0.04	0.27	0.90		0.25	0.47		0.87	0.86	0.60
Control Delay	108.5	33.7	0.1	56.2	26.5		83.5	47.8		98.2	96.8	11.4
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	108.5	33.7	0.1	56.2	26.5		83.5	47.8		98.2	96.8	11.4
Queue Length 50th (ft)	~367	820	0	33	220		25	23		261	260	0
Queue Length 95th (ft)	#572	922	0	m58	348		58	74		#444	#436	96
Internal Link Dist (ft)		1306			2465			699			1696	
Turn Bay Length (ft)	200		430	190			275			300		
Base Capacity (vph)	320	2095	986	120	1549		117	144		270	272	505
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	0.96	0.79	0.04	0.26	0.90		0.20	0.39		0.85	0.84	0.59

Intersection Summary

Cycle Length: 170
Actuated Cycle Length: 170
Offset: 151 (89%), Referenced to phase 6:EBT, Start of Yellow
Natural Cycle: 140
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: 1: SE 25th Ave & SR 464/Maricamp Rd





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	295	1594	42	30	1033	303	22	20	34	415	24	288
Future Volume (veh/h)	295	1594	42	30	1033	303	22	20	34	415	24	288
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
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1856	1856	1856	1856	1856	1856	1841	1841	1841
Adj Flow Rate, veh/h	307	1660	38	31	1076	294	23	21	8	450	0	134
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2	2	3	3	3	3	3	3	4	4	4
Cap, veh/h	298	1806	805	147	1154	313	76	55	21	498	0	222
Arrive On Green	0.17	0.51	0.51	0.08	0.42	0.42	0.04	0.04	0.04	0.14	0.00	0.14
Sat Flow, veh/h	1781	3554	1585	1767	2741	743	1767	1280	488	3506	0	1560
Grp Volume(v), veh/h	307	1660	38	31	689	681	23	0	29	450	0	134
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1767	1763	1722	1767	0	1768	1753	0	1560
Q Serve(g_s), s	28.4	73.3	2.1	2.8	63.1	64.4	2.1	0.0	2.7	21.5	0.0	13.7
Cycle Q Clear(g_c), s	28.4	73.3	2.1	2.8	63.1	64.4	2.1	0.0	2.7	21.5	0.0	13.7
Prop In Lane	1.00		1.00	1.00		0.43	1.00		0.28	1.00		1.00
Lane Grp Cap(c), veh/h	298	1806	805	147	742	725	76	0	76	498	0	222
V/C Ratio(X)	1.03	0.92	0.05	0.21	0.93	0.94	0.30	0.00	0.38	0.90	0.00	0.60
Avail Cap(c_a), veh/h	298	1942	866	147	777	759	119	0	119	540	0	240
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	70.8	38.6	21.1	72.8	46.8	47.1	78.9	0.0	79.1	71.8	0.0	68.5
Incr Delay (d2), s/veh	60.6	9.1	0.1	0.7	16.9	19.0	2.2	0.0	3.1	17.8	0.0	3.7
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	17.8	32.9	0.8	1.3	30.4	30.6	1.0	0.0	1.3	10.9	0.0	5.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	131.4	47.7	21.2	73.5	63.7	66.1	81.1	0.0	82.3	89.6	0.0	72.2
LnGrp LOS	F	D	C	E	E	E	F	A	F	F	A	E
Approach Vol, veh/h		2005			1401			52			584	
Approach Delay, s/veh		60.0			65.1			81.7			85.6	
Approach LOS		E			E			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	36.0	78.8		13.9	21.3	93.5		31.9				
Change Period (Y+Rc), s	7.6	* 7.2		6.6	7.2	7.1		7.8				
Max Green Setting (Gmax), s	28.4	* 75		11.4	10.8	92.9		26.2				
Max Q Clear Time (g_c+I1), s	30.4	66.4		4.7	4.8	75.3		23.5				
Green Ext Time (p_c), s	0.0	5.2		0.1	0.0	11.1		0.7				

Intersection Summary			
HCM 6th Ctrl Delay		65.7	
HCM 6th LOS		E	

Notes

User approved volume balancing among the lanes for turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations													
Traffic Volume (vph)	164	1888	87	34	49	1121	63	91	12	2	19	9	139
Future Volume (vph)	164	1888	87	34	49	1121	63	91	12	2	19	9	139
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles (%)	3%	3%	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Adj. Flow (vph)	171	1967	91	35	51	1168	66	95	13	2	20	9	145
Shared Lane Traffic (%)													
Lane Group Flow (vph)	171	1967	91	0	86	1168	66	95	15	0	0	29	145
Sign Control		Free				Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	1

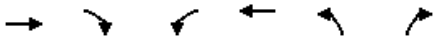
Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations													
Traffic Vol, veh/h	164	1888	87	34	49	1121	63	91	12	2	19	9	139
Future Vol, veh/h	164	1888	87	34	49	1121	63	91	12	2	19	9	139
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	-	None	-	-	None	-	-	Yield
Storage Length	435	-	114	-	440	-	440	114	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	3	3	3	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	171	1967	91	35	51	1168	66	95	13	2	20	9	145

Major/Minor	Major1			Major2				Minor1			Minor2		
Conflicting Flow All	1234	0	0	1967	2058	0	0	3070	3715	984	2672	3740	584
Stage 1	-	-	-	-	-	-	-	2309	2309	-	1340	1340	-
Stage 2	-	-	-	-	-	-	-	761	1406	-	1332	2400	-
Critical Hdwy	4.16	-	-	6.44	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.23	-	-	2.52	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	555	-	-	*378	*429	-	-	~ 1	0	*287	*~ 12	0	455
Stage 1	-	-	-	-	-	-	-	161	161	-	*161	220	-
Stage 2	-	-	-	-	-	-	-	364	204	-	*270	112	-
Platoon blocked, %		-	-	1	1	-	-	1	1	1	1	1	
Mov Cap-1 Maneuver	555	-	-	*405	*405	-	-	~ 1	0	*287	*~ 8	0	455
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	~ 12	~ -10	-	*46	~ -8	-
Stage 1	-	-	-	-	-	-	-	111	111	-	*111	173	-
Stage 2	-	-	-	-	-	-	-	185	161	-	*165	78	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.1	1.1		
HCM LOS			-	-

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	12	+	555	-	-	* 405	-	-	+	455
HCM Lane V/C Ratio	7.899	-	0.308	-	-	0.213	-	-	-	0.318
HCM Control Delay (s)	$ 3721.8	-	14.3	-	-	16.3	-	-	-	16.6
HCM Lane LOS	F	-	B	-	-	C	-	-	-	C
HCM 95th %tile Q(veh)	13.1	-	1.3	-	-	0.8	-	-	-	1.4

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	1708	35	0	1279	0	78
Future Volume (vph)	1708	35	0	1279	0	78
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	2%	3%	3%	2%	2%
Adj. Flow (vph)	1798	37	0	1346	0	82
Shared Lane Traffic (%)						
Lane Group Flow (vph)	1798	37	0	1346	0	82
Sign Control	Free			Free	Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	0.6

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↱		↑↑		↱
Traffic Vol, veh/h	1708	35	0	1279	0	78
Future Vol, veh/h	1708	35	0	1279	0	78
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	114	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	3	3	2	2
Mvmt Flow	1798	37	0	1346	0	82

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	899
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	-	0	-	0	282
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	282
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	22.9
HCM LOS			C

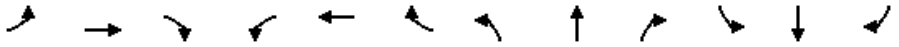
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	282	-	-	-
HCM Lane V/C Ratio	0.291	-	-	-
HCM Control Delay (s)	22.9	-	-	-
HCM Lane LOS	C	-	-	-
HCM 95th %tile Q(veh)	1.2	-	-	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	304	1338	118	119	968	120	67	47	141	225	37	203
Future Volume (vph)	304	1338	118	119	968	120	67	47	141	225	37	203
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%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	313	1379	122	123	998	124	69	48	145	232	38	209
Shared Lane Traffic (%)												
Lane Group Flow (vph)	313	1379	122	123	998	124	69	193	0	0	270	209
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases	1	6		5	2			8			4	
Permitted Phases			6			2	8			4		4
Detector Phase	1	6	6	5	2	2	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	6.0	12.0	12.0	6.0	12.0	12.0	8.0	8.0		8.0	8.0	8.0
Minimum Split (s)	14.4	25.5	25.5	14.1	25.5	25.5	24.7	24.7		24.7	24.7	24.7
Total Split (s)	39.0	102.0	102.0	18.0	81.0	81.0	50.0	50.0		50.0	50.0	50.0
Total Split (%)	22.9%	60.0%	60.0%	10.6%	47.6%	47.6%	29.4%	29.4%		29.4%	29.4%	29.4%
Yellow Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	3.4	3.4		3.4	3.4	3.4
All-Red Time (s)	2.9	2.0	2.0	2.6	2.0	2.0	3.3	3.3		3.3	3.3	3.3
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)	8.4	7.5	7.5	8.1	7.5	7.5	6.7	6.7			6.7	6.7
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	Min	Min	None	C-Min	C-Min	None	None		None	None	None
v/c Ratio	0.98	0.84	0.15	1.19	0.82	0.20	0.24	0.31			0.76	0.31
Control Delay	103.6	53.3	16.0	212.6	56.9	4.9	45.6	25.3			65.2	6.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Delay	103.6	53.3	16.0	212.6	56.9	4.9	45.6	25.3			65.2	6.4
Queue Length 50th (ft)	369	751	41	~165	540	0	55	84			266	0
Queue Length 95th (ft)	m#552	624	m62	#310	560	39	112	172			#486	66
Internal Link Dist (ft)		350			742			366			1145	
Turn Bay Length (ft)	480		290	520		190	115					
Base Capacity (vph)	318	1967	924	103	1530	758	292	619			357	681
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	0.98	0.70	0.13	1.19	0.65	0.16	0.24	0.31			0.76	0.31

Intersection Summary

Cycle Length: 170
Actuated Cycle Length: 170
Offset: 132 (78%), Referenced to phase 2:WBT, Start of Yellow
Natural Cycle: 90
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: 4: SE 24th St (Signal) & SR 464/Maricamp Rd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	304	1338	118	119	968	120	67	47	141	225	37	203
Future Volume (veh/h)	304	1338	118	119	968	120	67	47	141	225	37	203
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
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1856	1856	1856	1870	1870	1870
Adj Flow Rate, veh/h	313	1379	90	123	998	64	69	48	102	232	38	65
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	2	2	2	3	3	3	2	2	2
Cap, veh/h	321	1975	881	104	1536	685	42	135	286	241	33	404
Arrive On Green	0.18	0.56	0.56	0.06	0.43	0.43	0.25	0.25	0.25	0.25	0.25	0.25
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1281	529	1124	790	129	1585
Grp Volume(v), veh/h	313	1379	90	123	998	64	69	0	150	270	0	65
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1281	0	1653	920	0	1585
Q Serve(g_s), s	29.7	47.9	4.5	9.9	37.7	4.1	0.0	0.0	12.6	30.7	0.0	5.4
Cycle Q Clear(g_c), s	29.7	47.9	4.5	9.9	37.7	4.1	43.3	0.0	12.6	43.3	0.0	5.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.68	0.86		1.00
Lane Grp Cap(c), veh/h	321	1975	881	104	1536	685	42	0	421	274	0	404
V/C Ratio(X)	0.98	0.70	0.10	1.19	0.65	0.09	1.63	0.00	0.36	0.99	0.00	0.16
Avail Cap(c_a), veh/h	321	1975	881	104	1536	685	42	0	421	274	0	404
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	69.3	27.4	17.8	80.1	38.1	28.5	85.0	0.0	51.9	71.7	0.0	49.2
Incr Delay (d2), s/veh	43.7	1.1	0.1	146.7	2.1	0.3	367.8	0.0	0.5	50.5	0.0	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	17.1	19.4	1.6	8.7	16.3	1.6	6.2	0.0	5.4	15.8	0.0	2.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	113.0	28.5	17.8	226.7	40.2	28.8	452.8	0.0	52.4	122.2	0.0	49.4
LnGrp LOS	F	C	B	F	D	C	F	A	D	F	A	D
Approach Vol, veh/h		1782			1185			219			335	
Approach Delay, s/veh		42.8			59.0			178.6			108.1	
Approach LOS		D			E			F			F	

Timer - Assigned Phs	1	2		4	5	6		8
Phs Duration (G+Y+Rc), s	39.0	81.0		50.0	18.0	102.0		50.0
Change Period (Y+Rc), s	* 8.4	7.5		* 6.7	* 8.1	7.5		* 6.7
Max Green Setting (Gmax), s	* 31	73.5		* 43	* 9.9	94.5		* 43
Max Q Clear Time (g_c+I1), s	31.7	39.7		45.3	11.9	49.9		45.3
Green Ext Time (p_c), s	0.0	7.3		0.0	0.0	12.6		0.0

Intersection Summary		
HCM 6th Ctrl Delay		62.9
HCM 6th LOS		E

Notes

User approved pedestrian interval to be less than phase max green.
User approved ignoring U-Turning movement.
* HCM 6th 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)	111	580	57	49	1627	82	68	16	56	47	45	313
Future Volume (vph)	111	580	57	49	1627	82	68	16	56	47	45	313
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	3%	3%	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Adj. Flow (vph)	119	624	61	53	1749	88	73	17	60	51	48	337
Shared Lane Traffic (%)												
Lane Group Flow (vph)	119	624	61	53	1749	88	73	77	0	0	99	337
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases	1	6		5	2			8			4	
Permitted Phases			6			2	8			4		4
Detector Phase	1	6	6	5	2	2	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	6.0	12.0	12.0	6.0	12.0	12.0	8.0	8.0		8.0	8.0	8.0
Minimum Split (s)	14.4	25.5	25.5	14.1	25.5	25.5	24.7	24.7		24.7	24.7	24.7
Total Split (s)	27.0	112.0	112.0	18.0	103.0	103.0	30.0	30.0		30.0	30.0	30.0
Total Split (%)	16.9%	70.0%	70.0%	11.3%	64.4%	64.4%	18.8%	18.8%		18.8%	18.8%	18.8%
Yellow Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	3.4	3.4		3.4	3.4	3.4
All-Red Time (s)	2.9	2.0	2.0	2.6	2.0	2.0	3.3	3.3		3.3	3.3	3.3
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)	8.4	7.5	7.5	8.1	7.5	7.5	6.7	6.7			6.7	6.7
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	Min	Min	None	C-Min	C-Min	None	None		None	None	None
v/c Ratio	0.71	0.27	0.06	0.54	0.82	0.09	0.38	0.25			0.42	0.92
Control Delay	91.7	11.9	1.0	93.3	29.3	0.4	67.0	21.4			67.3	66.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Delay	91.7	11.9	1.0	93.3	29.3	0.4	67.0	21.4			67.3	66.6
Queue Length 50th (ft)	122	156	0	55	797	0	67	15			91	204
Queue Length 95th (ft)	193	168	11	105	846	3	127	67			162	#421
Internal Link Dist (ft)		350			742			366			1145	
Turn Bay Length (ft)	480		290	520		190	115					
Base Capacity (vph)	203	2379	1089	109	2163	1021	197	313			238	373
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	0.59	0.26	0.06	0.49	0.81	0.09	0.37	0.25			0.42	0.90

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 76 (48%), Referenced to phase 2:WBT, Start of Yellow
Natural Cycle: 90
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SE 24th St (Signal) & SR 464/Maricamp Rd

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	111	580	57	49	1627	82	68	16	56	47	45	313
Future Volume (veh/h)	111	580	57	49	1627	82	68	16	56	47	45	313
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
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	119	624	49	53	1749	59	73	17	30	51	48	81
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	3	3	3	2	2	2	2	2	2	2	2	2
Cap, veh/h	140	2409	1074	68	2275	1015	133	85	149	126	109	221
Arrive On Green	0.08	0.68	0.68	0.04	0.64	0.64	0.14	0.14	0.14	0.14	0.14	0.14
Sat Flow, veh/h	1767	3526	1572	1781	3554	1585	1261	607	1071	663	782	1585
Grp Volume(v), veh/h	119	624	49	53	1749	59	73	0	47	99	0	81
Grp Sat Flow(s),veh/h/ln	1767	1763	1572	1781	1777	1585	1261	0	1678	1445	0	1585
Q Serve(g_s), s	10.6	10.9	1.6	4.7	55.8	2.2	9.1	0.0	4.0	7.2	0.0	7.4
Cycle Q Clear(g_c), s	10.6	10.9	1.6	4.7	55.8	2.2	20.3	0.0	4.0	11.1	0.0	7.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.64	0.52		1.00
Lane Grp Cap(c), veh/h	140	2409	1074	68	2275	1015	133	0	234	235	0	221
V/C Ratio(X)	0.85	0.26	0.05	0.78	0.77	0.06	0.55	0.00	0.20	0.42	0.00	0.37
Avail Cap(c_a), veh/h	205	2409	1074	110	2275	1015	141	0	244	245	0	231
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	72.7	9.8	8.3	76.3	20.4	10.8	73.5	0.0	61.0	64.4	0.0	62.5
Incr Delay (d2), s/veh	19.2	0.1	0.0	17.3	2.6	0.1	3.9	0.0	0.4	1.2	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	5.5	3.8	0.5	2.4	21.5	0.8	3.1	0.0	1.7	3.9	0.0	3.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	91.9	9.8	8.3	93.6	23.0	10.9	77.4	0.0	61.4	65.6	0.0	63.5
LnGrp LOS	F	A	A	F	C	B	E	A	E	E	A	E
Approach Vol, veh/h		792			1861			120			180	
Approach Delay, s/veh		22.1			24.6			71.1			64.7	
Approach LOS		C			C			E			E	

Timer - Assigned Phs	1	2		4	5	6		8
Phs Duration (G+Y+Rc), s	21.1	109.9		29.0	14.2	116.8		29.0
Change Period (Y+Rc), s	* 8.4	7.5		* 6.7	* 8.1	7.5		* 6.7
Max Green Setting (Gmax), s	* 19	95.5		* 23	* 9.9	104.5		* 23
Max Q Clear Time (g_c+I1), s	12.6	57.8		13.1	6.7	12.9		22.3
Green Ext Time (p_c), s	0.1	17.4		0.5	0.0	4.2		0.0

Intersection Summary		
HCM 6th Ctrl Delay		28.2
HCM 6th LOS		C

Notes

User approved pedestrian interval to be less than phase max green.
User approved ignoring U-Turning movement.
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

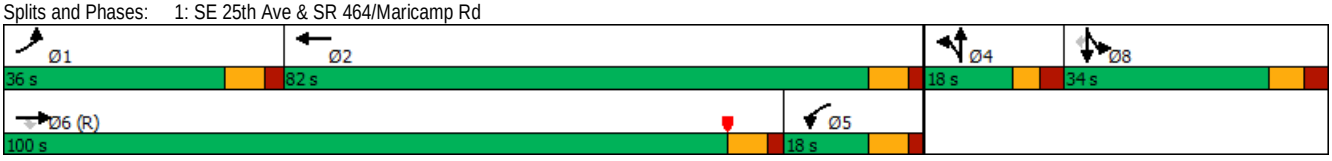
G3: Peak Hour 2025 Future Year Buildout Traffic Conditions

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	295	1646	42	30	1071	325	22	20	34	444	24	288
Future Volume (vph)	295	1646	42	30	1071	325	22	20	34	444	24	288
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles (%)	2%	2%	2%	3%	3%	3%	3%	3%	3%	4%	4%	4%
Adj. Flow (vph)	307	1715	44	31	1116	339	23	21	35	463	25	300
Shared Lane Traffic (%)										47%		
Lane Group Flow (vph)	307	1715	44	31	1455	0	23	56	0	245	243	300
Turn Type	Prot	NA	Perm	Prot	NA		Split	NA		Split	NA	Perm
Protected Phases	1	6		5	2		4	4		8	8	
Permitted Phases			6									8
Detector Phase	1	6	6	5	2		4	4		8	8	8
Switch Phase												
Minimum Initial (s)	5.0	15.0	15.0	8.0	15.0		8.0	8.0		8.0	8.0	8.0
Minimum Split (s)	12.6	22.1	22.1	15.2	22.1		14.6	14.6		15.8	15.8	15.8
Total Split (s)	36.0	100.0	100.0	18.0	82.0		18.0	18.0		34.0	34.0	34.0
Total Split (%)	21.2%	58.8%	58.8%	10.6%	48.2%		10.6%	10.6%		20.0%	20.0%	20.0%
Yellow Time (s)	5.0	5.1	5.1	5.1	5.1		3.5	3.5		4.5	4.5	4.5
All-Red Time (s)	2.6	2.0	2.0	2.1	2.0		3.1	3.1		3.3	3.3	3.3
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)	7.6	7.1	7.1	7.2	7.1		6.6	6.6		7.8	7.8	7.8
Lead/Lag	Lead	Lead	Lead	Lag	Lag							
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes							
Recall Mode	None	C-Min	C-Min	None	Min		None	None		None	None	None
v/c Ratio	0.97	0.83	0.05	0.29	0.95		0.25	0.47		0.89	0.88	0.59
Control Delay	110.4	35.1	0.1	58.1	32.8		83.5	47.8		101.4	99.2	11.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	110.4	35.1	0.1	58.1	32.8		83.5	47.8		101.4	99.2	11.2
Queue Length 50th (ft)	~367	864	0	33	254		25	23		283	280	0
Queue Length 95th (ft)	#572	979	0	m55	#977		58	74		#485	#477	96
Internal Link Dist (ft)		1306			2465			699			1696	
Turn Bay Length (ft)	200		430	190			275			300		
Base Capacity (vph)	317	2077	979	114	1530		117	144		274	275	508
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	0.97	0.83	0.04	0.27	0.95		0.20	0.39		0.89	0.88	0.59

Intersection Summary

Cycle Length: 170
Actuated Cycle Length: 170
Offset: 151 (89%), Referenced to phase 6:EBT, Start of Yellow
Natural Cycle: 150
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: 1: SE 25th Ave & SR 464/Maricamp Rd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	295	1646	42	30	1071	325	22	20	34	444	24	288
Future Volume (veh/h)	295	1646	42	30	1071	325	22	20	34	444	24	288
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
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1856	1856	1856	1856	1856	1856	1841	1841	1841
Adj Flow Rate, veh/h	307	1715	38	31	1116	315	23	21	8	480	0	134
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2	2	3	3	3	3	3	3	4	4	4
Cap, veh/h	298	1845	823	147	1177	329	76	55	21	522	0	232
Arrive On Green	0.17	0.52	0.52	0.08	0.43	0.43	0.04	0.04	0.04	0.15	0.00	0.15
Sat Flow, veh/h	1781	3554	1585	1767	2721	760	1767	1280	488	3506	0	1560
Grp Volume(v), veh/h	307	1715	38	31	719	712	23	0	29	480	0	134
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1767	1763	1719	1767	0	1768	1753	0	1560
Q Serve(g_s), s	28.4	76.2	2.0	2.8	66.4	68.3	2.1	0.0	2.7	23.0	0.0	13.6
Cycle Q Clear(g_c), s	28.4	76.2	2.0	2.8	66.4	68.3	2.1	0.0	2.7	23.0	0.0	13.6
Prop In Lane	1.00		1.00	1.00		0.44	1.00		0.28	1.00		1.00
Lane Grp Cap(c), veh/h	298	1845	823	147	763	744	76	0	76	522	0	232
V/C Ratio(X)	1.03	0.93	0.05	0.21	0.94	0.96	0.30	0.00	0.38	0.92	0.00	0.58
Avail Cap(c_a), veh/h	298	1942	866	147	777	757	119	0	119	540	0	240
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	70.8	38.0	20.1	72.7	46.2	46.7	78.9	0.0	79.1	71.3	0.0	67.4
Incr Delay (d2), s/veh	60.6	9.8	0.1	0.7	19.5	22.7	2.2	0.0	3.1	20.7	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	17.8	34.2	0.8	1.3	32.3	33.0	1.0	0.0	1.3	11.9	0.0	5.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	131.4	47.8	20.2	73.4	65.7	69.5	81.1	0.0	82.3	92.1	0.0	70.5
LnGrp LOS	F	D	C	E	E	E	F	A	F	F	A	E
Approach Vol, veh/h		2060			1462			52			614	
Approach Delay, s/veh		59.7			67.7			81.7			87.4	
Approach LOS		E			E			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	36.0	80.7		13.9	21.4	95.4		33.1				
Change Period (Y+Rc), s	7.6	* 7.2		6.6	7.2	7.1		7.8				
Max Green Setting (Gmax), s	28.4	* 75		11.4	10.8	92.9		26.2				
Max Q Clear Time (g_c+I1), s	30.4	70.3		4.7	4.8	78.2		25.0				
Green Ext Time (p_c), s	0.0	3.3		0.1	0.0	10.0		0.4				

Intersection Summary		
HCM 6th Ctrl Delay		66.8
HCM 6th LOS		E

Notes

User approved volume balancing among the lanes for turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations													
Traffic Volume (vph)	164	1943	87	77	49	1152	67	91	12	2	26	9	139
Future Volume (vph)	164	1943	87	77	49	1152	67	91	12	2	26	9	139
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles (%)	3%	3%	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Adj. Flow (vph)	171	2024	91	80	51	1200	70	95	13	2	27	9	145
Shared Lane Traffic (%)													
Lane Group Flow (vph)	171	2024	91	0	131	1200	70	95	15	0	0	36	145
Sign Control		Free				Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	9.2

Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations													
Traffic Vol, veh/h	164	1943	87	77	49	1152	67	91	12	2	26	9	139
Future Vol, veh/h	164	1943	87	77	49	1152	67	91	12	2	26	9	139
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	-	None	-	-	None	-	-	Yield
Storage Length	435	-	114	-	440	-	440	114	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	3	3	3	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	171	2024	91	80	51	1200	70	95	13	2	27	9	145

Major/Minor	Major1			Major2				Minor1			Minor2		
Conflicting Flow All	1270	0	0	2024	2115	0	0	3233	3898	1012	2823	3919	600
Stage 1	-	-	-	-	-	-	-	2366	2366	-	1462	1462	-
Stage 2	-	-	-	-	-	-	-	867	1532	-	1361	2457	-
Critical Hdwy	4.16	-	-	6.44	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.23	-	-	2.52	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	537	-	-	*354	*402	-	-	~ 0	0	*268	*~ 5	0	444
Stage 1	-	-	-	-	-	-	-	140	142	-	*135	192	-
Stage 2	-	-	-	-	-	-	-	314	177	-	*253	97	-
Platoon blocked, %		-	-	1	1	-	-	1	1	1	1	1	
Mov Cap-1 Maneuver	537	-	-	*369	*369	-	-	0	0	*268	*~ 3	0	444
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	~ -78	~ -126	-	*~ 14	~ -125	-
Stage 1	-	-	-	-	-	-	-	95	97	-	*92	124	-
Stage 2	-	-	-	-	-	-	-	126	114	-	*149	66	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.1	1.9		173.8
HCM LOS			-	F

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	+	+	537	-	-	* 369	-	-	20	444
HCM Lane V/C Ratio	-	-	0.318	-	-	0.356	-	-	1.823	0.326
HCM Control Delay (s)	-	-	14.8	-	-	20	-	-	$ 796.7	17
HCM Lane LOS	-	-	B	-	-	C	-	-	F	C
HCM 95th %tile Q(veh)	-	-	1.4	-	-	1.6	-	-	4.9	1.4

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	1708	140	0	1357	0	139
Future Volume (vph)	1708	140	0	1357	0	139
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	2%	3%	3%	2%	2%
Adj. Flow (vph)	1798	147	0	1428	0	146
Shared Lane Traffic (%)						
Lane Group Flow (vph)	1798	147	0	1428	0	146
Sign Control	Free			Free	Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	1.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↱		↑↑		↱
Traffic Vol, veh/h	1708	140	0	1357	0	139
Future Vol, veh/h	1708	140	0	1357	0	139
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	114	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	3	3	2	2
Mvmt Flow	1798	147	0	1428	0	146

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	899
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	-	0	-	0	282
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	282
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	30.8
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	282	-	-	-
HCM Lane V/C Ratio	0.519	-	-	-
HCM Control Delay (s)	30.8	-	-	-
HCM Lane LOS	D	-	-	-
HCM 95th %tile Q(veh)	2.8	-	-	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	349	1371	118	119	1010	120	67	47	141	225	37	219
Future Volume (vph)	349	1371	118	119	1010	120	67	47	141	225	37	219
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%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	360	1413	122	123	1041	124	69	48	145	232	38	226
Shared Lane Traffic (%)												
Lane Group Flow (vph)	360	1413	122	123	1041	124	69	193	0	0	270	226
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases	1	6		5	2			8			4	
Permitted Phases			6			2	8			4		4
Detector Phase	1	6	6	5	2	2	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	6.0	12.0	12.0	6.0	12.0	12.0	8.0	8.0		8.0	8.0	8.0
Minimum Split (s)	14.4	25.5	25.5	14.1	25.5	25.5	24.7	24.7		24.7	24.7	24.7
Total Split (s)	39.0	102.0	102.0	18.0	81.0	81.0	50.0	50.0		50.0	50.0	50.0
Total Split (%)	22.9%	60.0%	60.0%	10.6%	47.6%	47.6%	29.4%	29.4%		29.4%	29.4%	29.4%
Yellow Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	3.4	3.4		3.4	3.4	3.4
All-Red Time (s)	2.9	2.0	2.0	2.6	2.0	2.0	3.3	3.3		3.3	3.3	3.3
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)	8.4	7.5	7.5	8.1	7.5	7.5	6.7	6.7			6.7	6.7
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	Min	Min	None	C-Min	C-Min	None	None		None	None	None
v/c Ratio	1.13	0.84	0.15	1.19	0.84	0.19	0.25	0.32			0.78	0.33
Control Delay	141.4	52.4	14.9	212.6	57.0	4.8	46.6	25.8			68.7	6.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Delay	141.4	52.4	14.9	212.6	57.0	4.8	46.6	25.8			68.7	6.3
Queue Length 50th (ft)	~472	717	38	~165	559	0	56	86			273	0
Queue Length 95th (ft)	m#646	651	m57	#310	595	39	112	172			#487	69
Internal Link Dist (ft)		350			742			366			1145	
Turn Bay Length (ft)	480		290	520		190	115					
Base Capacity (vph)	318	1967	923	103	1530	758	281	606			345	681
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	1.13	0.72	0.13	1.19	0.68	0.16	0.25	0.32			0.78	0.33

Intersection Summary

Cycle Length: 170
Actuated Cycle Length: 170
Offset: 132 (78%), Referenced to phase 2:WBT, Start of Yellow
Natural Cycle: 100
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: 4: SE 24th St (Signal) & SR 464/Maricamp Rd

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	349	1371	118	119	1010	120	67	47	141	225	37	219
Future Volume (veh/h)	349	1371	118	119	1010	120	67	47	141	225	37	219
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
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1856	1856	1856	1870	1870	1870
Adj Flow Rate, veh/h	360	1413	90	123	1041	64	69	48	102	232	38	69
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	2	2	2	3	3	3	2	2	2
Cap, veh/h	321	1975	881	104	1536	685	42	135	286	241	33	404
Arrive On Green	0.18	0.56	0.56	0.06	0.43	0.43	0.25	0.25	0.25	0.25	0.25	0.25
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1277	529	1124	790	129	1585
Grp Volume(v), veh/h	360	1413	90	123	1041	64	69	0	150	270	0	69
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1277	0	1653	920	0	1585
Q Serve(g_s), s	30.6	49.8	4.5	9.9	40.0	4.1	0.0	0.0	12.6	30.7	0.0	5.8
Cycle Q Clear(g_c), s	30.6	49.8	4.5	9.9	40.0	4.1	43.3	0.0	12.6	43.3	0.0	5.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.68	0.86		1.00
Lane Grp Cap(c), veh/h	321	1975	881	104	1536	685	42	0	421	274	0	404
V/C Ratio(X)	1.12	0.72	0.10	1.19	0.68	0.09	1.63	0.00	0.36	0.99	0.00	0.17
Avail Cap(c_a), veh/h	321	1975	881	104	1536	685	42	0	421	274	0	404
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	27.8	17.8	80.1	38.7	28.5	85.0	0.0	51.9	71.7	0.0	49.4
Incr Delay (d2), s/veh	87.6	1.3	0.1	146.7	2.4	0.3	367.8	0.0	0.5	50.5	0.0	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	21.4	20.2	1.6	8.7	17.3	1.6	6.2	0.0	5.4	15.8	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	157.3	29.1	17.8	226.7	41.2	28.8	452.8	0.0	52.4	122.2	0.0	49.6
LnGrp LOS	F	C	B	F	D	C	F	A	D	F	A	D
Approach Vol, veh/h		1863			1228			219			339	
Approach Delay, s/veh		53.3			59.1			178.6			107.4	
Approach LOS		D			E			F			F	

Timer - Assigned Phs	1	2		4	5	6		8
Phs Duration (G+Y+Rc), s	39.0	81.0		50.0	18.0	102.0		50.0
Change Period (Y+Rc), s	* 8.4	7.5		* 6.7	* 8.1	7.5		* 6.7
Max Green Setting (Gmax), s	* 31	73.5		* 43	* 9.9	94.5		* 43
Max Q Clear Time (g_c+I1), s	32.6	42.0		45.3	11.9	51.8		45.3
Green Ext Time (p_c), s	0.0	7.6		0.0	0.0	13.0		0.0

Intersection Summary		
HCM 6th Ctrl Delay		67.8
HCM 6th LOS		E

Notes

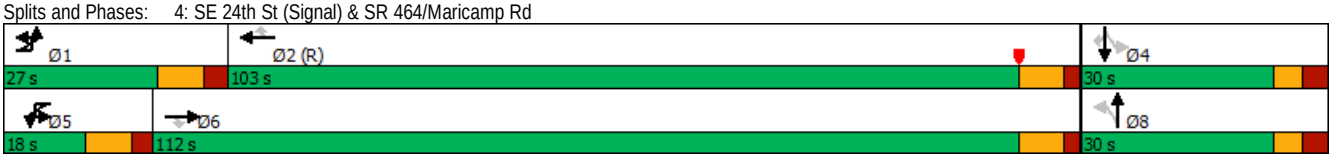
User approved pedestrian interval to be less than phase max green.
User approved ignoring U-Turning movement.
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	191	611	57	49	1635	82	68	16	56	47	45	318
Future Volume (vph)	191	611	57	49	1635	82	68	16	56	47	45	318
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	3%	3%	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Adj. Flow (vph)	205	657	61	53	1758	88	73	17	60	51	48	342
Shared Lane Traffic (%)												
Lane Group Flow (vph)	205	657	61	53	1758	88	73	77	0	0	99	342
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases	1	6		5	2			8			4	
Permitted Phases			6			2	8			4		4
Detector Phase	1	6	6	5	2	2	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	6.0	12.0	12.0	6.0	12.0	12.0	8.0	8.0		8.0	8.0	8.0
Minimum Split (s)	14.4	25.5	25.5	14.1	25.5	25.5	24.7	24.7		24.7	24.7	24.7
Total Split (s)	27.0	112.0	112.0	18.0	103.0	103.0	30.0	30.0		30.0	30.0	30.0
Total Split (%)	16.9%	70.0%	70.0%	11.3%	64.4%	64.4%	18.8%	18.8%		18.8%	18.8%	18.8%
Yellow Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	3.4	3.4		3.4	3.4	3.4
All-Red Time (s)	2.9	2.0	2.0	2.6	2.0	2.0	3.3	3.3		3.3	3.3	3.3
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)	8.4	7.5	7.5	8.1	7.5	7.5	6.7	6.7			6.7	6.7
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	Min	Min	None	C-Min	C-Min	None	None		None	None	None
v/c Ratio	0.92	0.28	0.06	0.54	0.86	0.09	0.39	0.26			0.44	0.94
Control Delay	110.3	11.7	1.0	93.3	33.4	0.4	68.3	21.8			68.6	72.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Delay	110.3	11.7	1.0	93.3	33.4	0.4	68.3	21.8			68.6	72.9
Queue Length 50th (ft)	~220	146	0	55	749	0	70	16			96	222
Queue Length 95th (ft)	#397	178	11	105	855	3	127	67			162	#432
Internal Link Dist (ft)		350			742			366			1145	
Turn Bay Length (ft)	480		290	520		190	115					
Base Capacity (vph)	223	2370	1085	109	2112	1000	188	302			227	363
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	0.92	0.28	0.06	0.49	0.83	0.09	0.39	0.25			0.44	0.94

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 76 (48%), Referenced to phase 2:WBT, 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: 4: SE 24th St (Signal) & SR 464/Maricamp Rd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	191	611	57	49	1635	82	68	16	56	47	45	318
Future Volume (veh/h)	191	611	57	49	1635	82	68	16	56	47	45	318
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
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	205	657	49	53	1758	59	73	17	30	51	48	80
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	3	3	3	2	2	2	2	2	2	2	2	2
Cap, veh/h	205	2409	1074	68	2144	956	133	84	149	126	109	221
Arrive On Green	0.12	0.68	0.68	0.04	0.60	0.60	0.14	0.14	0.14	0.14	0.14	0.14
Sat Flow, veh/h	1767	3526	1572	1781	3554	1585	1262	607	1071	663	782	1585
Grp Volume(v), veh/h	205	657	49	53	1758	59	73	0	47	99	0	80
Grp Sat Flow(s),veh/h/ln	1767	1763	1572	1781	1777	1585	1262	0	1678	1445	0	1585
Q Serve(g_s), s	18.6	11.6	1.6	4.7	62.1	2.5	9.1	0.0	4.0	7.2	0.0	7.3
Cycle Q Clear(g_c), s	18.6	11.6	1.6	4.7	62.1	2.5	20.3	0.0	4.0	11.1	0.0	7.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.64	0.52		1.00
Lane Grp Cap(c), veh/h	205	2409	1074	68	2144	956	133	0	234	235	0	221
V/C Ratio(X)	1.00	0.27	0.05	0.78	0.82	0.06	0.55	0.00	0.20	0.42	0.00	0.36
Avail Cap(c_a), veh/h	205	2409	1074	110	2144	956	141	0	244	245	0	231
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	70.7	9.9	8.3	76.3	24.9	13.1	73.5	0.0	61.0	64.4	0.0	62.4
Incr Delay (d2), s/veh	62.1	0.1	0.0	17.3	3.7	0.1	3.9	0.0	0.4	1.2	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	11.7	4.1	0.5	2.4	24.8	0.9	3.1	0.0	1.7	3.9	0.0	3.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	132.8	9.9	8.3	93.6	28.6	13.2	77.4	0.0	61.4	65.6	0.0	63.4
LnGrp LOS	F	A	A	F	C	B	E	A	E	E	A	E
Approach Vol, veh/h		911			1870			120			179	
Approach Delay, s/veh		37.5			29.9			71.1			64.6	
Approach LOS		D			C			E			E	

Timer - Assigned Phs	1	2		4	5	6		8
Phs Duration (G+Y+Rc), s	27.0	104.0		29.0	14.2	116.8		29.0
Change Period (Y+Rc), s	* 8.4	7.5		* 6.7	* 8.1	7.5		* 6.7
Max Green Setting (Gmax), s	* 19	95.5		* 23	* 9.9	104.5		* 23
Max Q Clear Time (g_c+I1), s	20.6	64.1		13.1	6.7	13.6		22.3
Green Ext Time (p_c), s	0.0	16.1		0.5	0.0	4.4		0.0

Intersection Summary		
HCM 6th Ctrl Delay		35.8
HCM 6th LOS		D

Notes

User approved pedestrian interval to be less than phase max green.
User approved ignoring U-Turning movement.
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

G4: PM Peak Hour 2025 Future Year Buildout Traffic Conditions w/ Improvements

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	349	1371	118	119	1010	120	67	47	141	225	37	219
Future Volume (vph)	349	1371	118	119	1010	120	67	47	141	225	37	219
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%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	360	1413	122	123	1041	124	69	48	145	232	38	226
Shared Lane Traffic (%)												
Lane Group Flow (vph)	360	1413	122	123	1041	124	69	193	0	0	270	226
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases	1	6		5	2			8			4	
Permitted Phases			6			2	8			4		4
Detector Phase	1	6	6	5	2	2	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	6.0	12.0	12.0	6.0	12.0	12.0	8.0	8.0		8.0	8.0	8.0
Minimum Split (s)	14.4	25.5	25.5	14.1	25.5	25.5	24.7	24.7		24.7	24.7	24.7
Total Split (s)	52.0	102.0	102.0	18.0	68.0	68.0	50.0	50.0		50.0	50.0	50.0
Total Split (%)	30.6%	60.0%	60.0%	10.6%	40.0%	40.0%	29.4%	29.4%		29.4%	29.4%	29.4%
Yellow Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	3.4	3.4		3.4	3.4	3.4
All-Red Time (s)	2.9	2.0	2.0	2.6	2.0	2.0	3.3	3.3		3.3	3.3	3.3
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)	8.4	7.5	7.5	8.1	7.5	7.5	6.7	6.7			6.7	6.7
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	Min	Min	None	C-Min	C-Min	None	None		None	None	None
v/c Ratio	0.90	0.77	0.14	1.19	0.85	0.20	0.31	0.36			0.94	0.36
Control Delay	87.7	40.7	12.2	212.6	58.7	5.5	54.1	29.3			96.6	7.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Delay	87.7	40.7	12.2	212.6	58.7	5.5	54.1	29.3			96.6	7.2
Queue Length 50th (ft)	419	604	33	~165	563	0	61	94			300	0
Queue Length 95th (ft)	m513	603	m54	#310	650	43	118	178			#528	72
Internal Link Dist (ft)		350			742			366			1145	
Turn Bay Length (ft)	480		290	520		190	115					
Base Capacity (vph)	453	1967	923	103	1259	647	226	538			288	622
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	0.79	0.72	0.13	1.19	0.83	0.19	0.31	0.36			0.94	0.36

Intersection Summary

Cycle Length: 170
Actuated Cycle Length: 170
Offset: 132 (78%), Referenced to phase 2:WBT, Start of Yellow
Natural Cycle: 100
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: 4: SE 24th St (Signal) & SR 464/Maricamp Rd

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	349	1371	118	119	1010	120	67	47	141	225	37	219
Future Volume (veh/h)	349	1371	118	119	1010	120	67	47	141	225	37	219
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
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1856	1856	1856	1870	1870	1870
Adj Flow Rate, veh/h	360	1413	90	123	1041	64	69	48	102	232	38	69
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	2	2	2	3	3	3	2	2	2
Cap, veh/h	382	1975	881	104	1414	630	42	135	286	241	33	404
Arrive On Green	0.21	0.56	0.56	0.06	0.40	0.40	0.25	0.25	0.25	0.25	0.25	0.25
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1277	529	1124	790	129	1585
Grp Volume(v), veh/h	360	1413	90	123	1041	64	69	0	150	270	0	69
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1277	0	1653	920	0	1585
Q Serve(g_s), s	33.8	49.8	4.5	9.9	42.4	4.3	0.0	0.0	12.6	30.7	0.0	5.8
Cycle Q Clear(g_c), s	33.8	49.8	4.5	9.9	42.4	4.3	43.3	0.0	12.6	43.3	0.0	5.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.68	0.86		1.00
Lane Grp Cap(c), veh/h	382	1975	881	104	1414	630	42	0	421	274	0	404
V/C Ratio(X)	0.94	0.72	0.10	1.19	0.74	0.10	1.63	0.00	0.36	0.99	0.00	0.17
Avail Cap(c_a), veh/h	457	1975	881	104	1414	630	42	0	421	274	0	404
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	65.7	27.8	17.8	80.1	43.6	32.1	85.0	0.0	51.9	71.7	0.0	49.4
Incr Delay (d2), s/veh	25.7	1.3	0.1	146.7	3.5	0.3	367.8	0.0	0.5	50.5	0.0	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	17.7	20.2	1.6	8.7	18.7	1.7	6.2	0.0	5.4	15.8	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	91.4	29.1	17.8	226.7	47.1	32.4	452.8	0.0	52.4	122.2	0.0	49.6
LnGrp LOS	F	C	B	F	D	C	F	A	D	F	A	D
Approach Vol, veh/h		1863			1228			219			339	
Approach Delay, s/veh		40.6			64.3			178.6			107.4	
Approach LOS		D			E			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	44.9	75.1		50.0	18.0	102.0		50.0				
Change Period (Y+Rc), s	* 8.4	7.5		* 6.7	* 8.1	7.5		* 6.7				
Max Green Setting (Gmax), s	* 44	60.5		* 43	* 9.9	94.5		* 43				
Max Q Clear Time (g_c+I1), s	35.8	44.4		45.3	11.9	51.8		45.3				
Green Ext Time (p_c), s	0.7	6.0		0.0	0.0	13.0		0.0				

Intersection Summary												
HCM 6th Ctrl Delay			63.1									
HCM 6th LOS			E									

Notes

User approved pedestrian interval to be less than phase max green.
User approved ignoring U-Turning movement.
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

APPENDIX H: APPROVED TRAFFIC ANALYSIS METHODOLOGY CORRESPONDENCE

METHODOLOGY ACCEPTANCE

Project: Albright Property

Project #: TIA21-44338

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

Meeting date: N/A

Approved:

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

Special Conditions:

On July 12, 2021, the methodology for assessing the impact of subject project was approved by City staff.

Approved: _____

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

Kimley»Horn

July 9, 2021

Ms. Karen Cupp
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, Florida 34471

RE: ***Albright Property TIA Methodology – City of Ocala, Florida***
Kimley-Horn Project No. 142000001

Dear Ms. Cupp:

Kimley-Horn and Associates, Inc. is pleased to submit this methodology for the forthcoming traffic impact analysis (TIA) for proposed development on a +/- 24-acre parcel owned by Clay Albright. The site is located on SE 24th Street, southwest of SR 464/Maricamp Road. Since the project is projected to generate more than 100 peak hour trips a "Traffic Impact Analysis" is required per the Marion County/Ocala Traffic Impact Analysis Guidelines.

A comprehensive plan amendment and rezoning application for the property are under review by the City of Ocala. The proposed zoning is R-3, and will allow up to 320 multi-family residential dwelling units. Access to the site will be provided via SE 24th Street, which connects to SR 464/Maricamp Road at an existing right-in/right-out intersection. The estimated buildout year for the project is 2025.

Below is our proposed methodology for review and approval.

TRIP GENERATION

Trip generation for the proposed development program was determined using the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition using Land Use Code 220 (Multi-Family Residential (Low-Rise)). The site is anticipated to generate 2,378 Daily, 144 AM peak hour (33 in/111 out) and 166 PM peak hour (105 in/61 out) net new external trips. **Table 1** summarizes the trip generation calculations for the site.

Table 1 - Buildout Trip Generation

Table 1: Buildout 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 Buildout								
Multi-Family Residential (Low-Rise)	320 DU	2,378	144	33	111	166	105	61

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

Multi-Family Residential (Low-Rise) [ITE 220]

Daily	T = 7.56(X) - 40.86; (X is number of dwelling units)
AM Peak Hour of Adjacent Street	Ln(T) = 0.95Ln(X) - 0.51; (X is number of dwelling units); (23% in, 77% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.89Ln(X) - 0.02; (X is number of dwelling units); (63% in, 37% out)

K:\OCA_Civil\142000002-Albright Property TIA\calcs\xls\[AP, calcs, PM w vested.xlsx]TripGen *6/15/21*

PROJECT TRIP DISTRIBUTION

The project's trip distribution was determined based on the Central Florida Regional Planning Model (CFRPM) version 6.1, which is based on the Florida Standard Urban Transportation Planning Model (FSUTMS). **Figure 1** illustrates the proposed trip distribution. The CFRPM output is also provided as an attachment.

STUDY AREA

The proposed study area was determined based on the City of Ocala TIA Guidelines, which state that road segments experiencing greater than a 3% impact to their peak hour directional service volume are significantly impacted by the project. Impacted roadway segments plus one segment beyond are to be included in the study area per City guidelines. The trip generation multiplied by the maximum trip distribution along the roadway segments was utilized for the impact calculations.

Only the adjacent roadway segment of SR 464/Maricamp Road is significantly impacted by project traffic. Due to the right-in/right-out access on SE 24th Street, 100% of the project traffic will travel along SR 464/Maricamp Road between SE 30th Avenue and SE 24th Street.

The following roadway segments will be included within the study area as shown in the attached **Table 2**:

- SR 464/Maricamp Road from SE 11th Avenue to SE 25th Avenue (one link beyond, not significant)
- SR 464/Maricamp Road from SE 25th Avenue to SE 24th Street (significantly impacted)
- SR 464/Maricamp Road from SE 24th Street to SE 36th Avenue (one link beyond, not significant)

The following intersections within the significantly impacted roadway segment will be studied within the traffic impact analysis for the PM peak hour:

- SR 464/Maricamp Road and SE 25th Avenue (signalized)
- SR 464/Maricamp Road and SE 30th Avenue (unsignalized)
- SR 464/Maricamp Road and SE 24th Street (signalized)
- SR 464/Maricamp Road and SE 24th Street (right-in/right-out)

The analysis will be performed for PM peak hour existing traffic conditions, PM peak hour future background (without project) traffic conditions, and PM peak hour future buildout (with project) traffic conditions.

Additionally, SR 464/Maricamp Road at SE 24th Street (signalized) will be evaluated for the AM Peak Hour existing, future background (without project), and future buildout (with project) traffic conditions.

The intersection of SR 464/Maricamp Road at SE 24th Street will be evaluated to assess the eastbound/southbound u-turn volume development, review of conflicts between u-turn and right turn movements, and the existing eastbound left turn lane storage length. The intersection of SR 464/Maricamp Road at SE 30th Avenue will be evaluated to assess if the existing westbound left-turn lane has adequate storage length for the anticipated u-turns from the development.

A multimodal analysis will be performed to evaluate transit, pedestrian, and bicycle facilities within the study area and their connectivity to the development.

The study area is illustrated in the attached **Figure 1.**

SITE ACCESS

Access to the site will be provided via SE 24th Street, which connects to SR 464/Maricamp Road at an existing right-in/right-out intersection. An evaluation will be performed to identify improvements necessary at the intersection to allow for acceptable traffic operations during the PM peak hour.

FUTURE TRAFFIC VOLUME DEVELOPMENT

The future background traffic volumes for the analysis will be calculated by applying a background growth rate to existing observed traffic volumes and adding in traffic from the ARC Maricamp Commercial project as background traffic.

Background growth rates within the study area were obtained from the Ocala Marion Transportation Planning Organization (TPO) 2020 Traffic Counts Manual and the 2021 Traffic Counts Manual, and are summarized in **Table 2**.The historic growth rates published in the 2021 Traffic Counts Manual are negative for all roadway segments within the study area.

A 1.5% annual background growth rate is proposed for the analysis based on the historic growth rates in the area. Excerpts from the Ocala Marion TPO 2020 and 2021 Traffic Counts Manual are attached to this letter.

Please review the enclosed information and provide feedback and/or approval. Should you have any questions, please do not hesitate to contact me directly.

Sincerely,

KIMLEY-HORN

Amber L. Gartner, PE

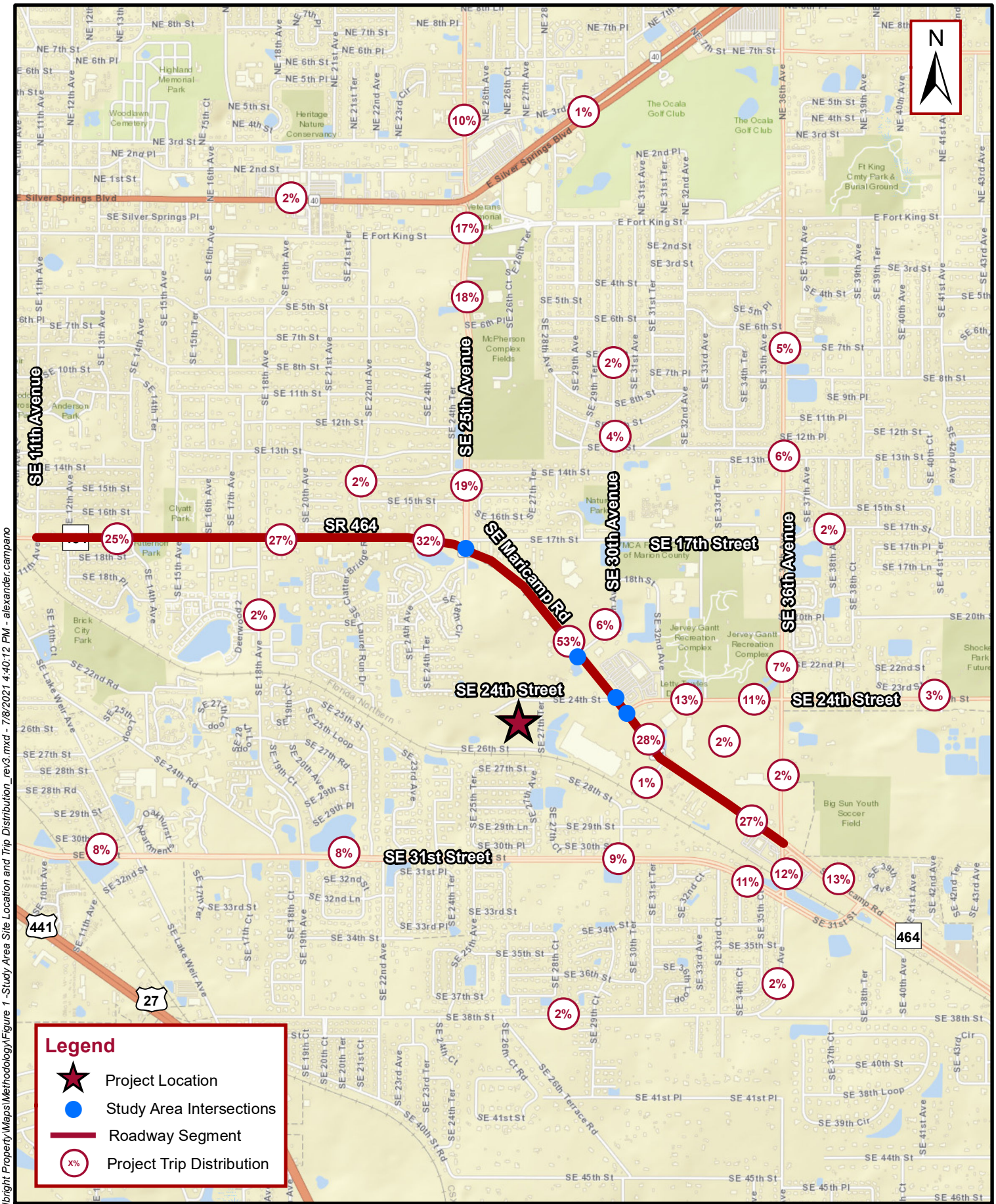
Attachments: Figure 1 – Site Location, Study Area, and Trip Distribution
Figure 2 – Project Trip Distribution, AM and PM Peak Hour Project Volumes
Table 2 – Study Area Determination
CFRPM Model Output
Historical Growth Rate Information

Cc: Chris Roper

K:\OCA_Civil\142000002-Albright Property TIA\doc\Methodology\Lkc210709alg - Albright Property TIA Methodology.docx

ATTACHMENTS

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



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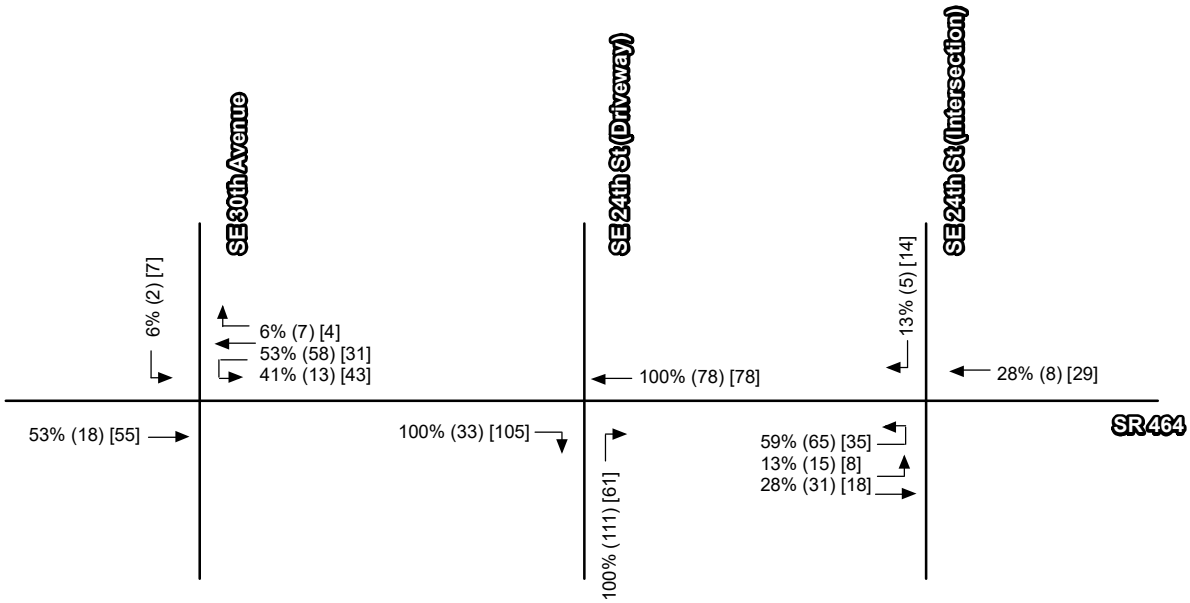
STUDY AREA, SITE LOCATION, AND TRIP DISTRIBUTION

ALBRIGHT PROPERTY
CITY OF OCALA, FLORIDA

Not To Scale	Project No.: 142000001	July 2021	Figure 1

K:\OCA_GIS\142000002-Albright Property\Maps\Methodology\Figure 1 -Study Area Site Location and Trip Distribution_rev3.mxd - 7/8/2021 4:40:12 PM - alexander.campano

FIGURE 2 – PROJECT TRIP DISTRIBUTION, AM AND PM PEAK HOUR PROJECT VOLUMES



Legend

← XX% (AM) [PM]

Kimley»Horn

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PROJECT TRIP DISTRIBUTION, AM AND PM PEAK HOUR PROJECT TRIPS

ALBRIGHT PROPERTY
CITY OF OCALA, FLORIDA

Not To Scale	Project No.: 142000002	July 2021	Figure 2

K:\OCA_GIS\142000002-Albright Property\Maps\Methodology\Figure 2 -% Dist, AM Proj Vol, PM Proj Vol_rev1.mxd - 7/8/2021 4:37:50 PM - alexander.campano

TABLE 2 – STUDY AREA DETERMINATION

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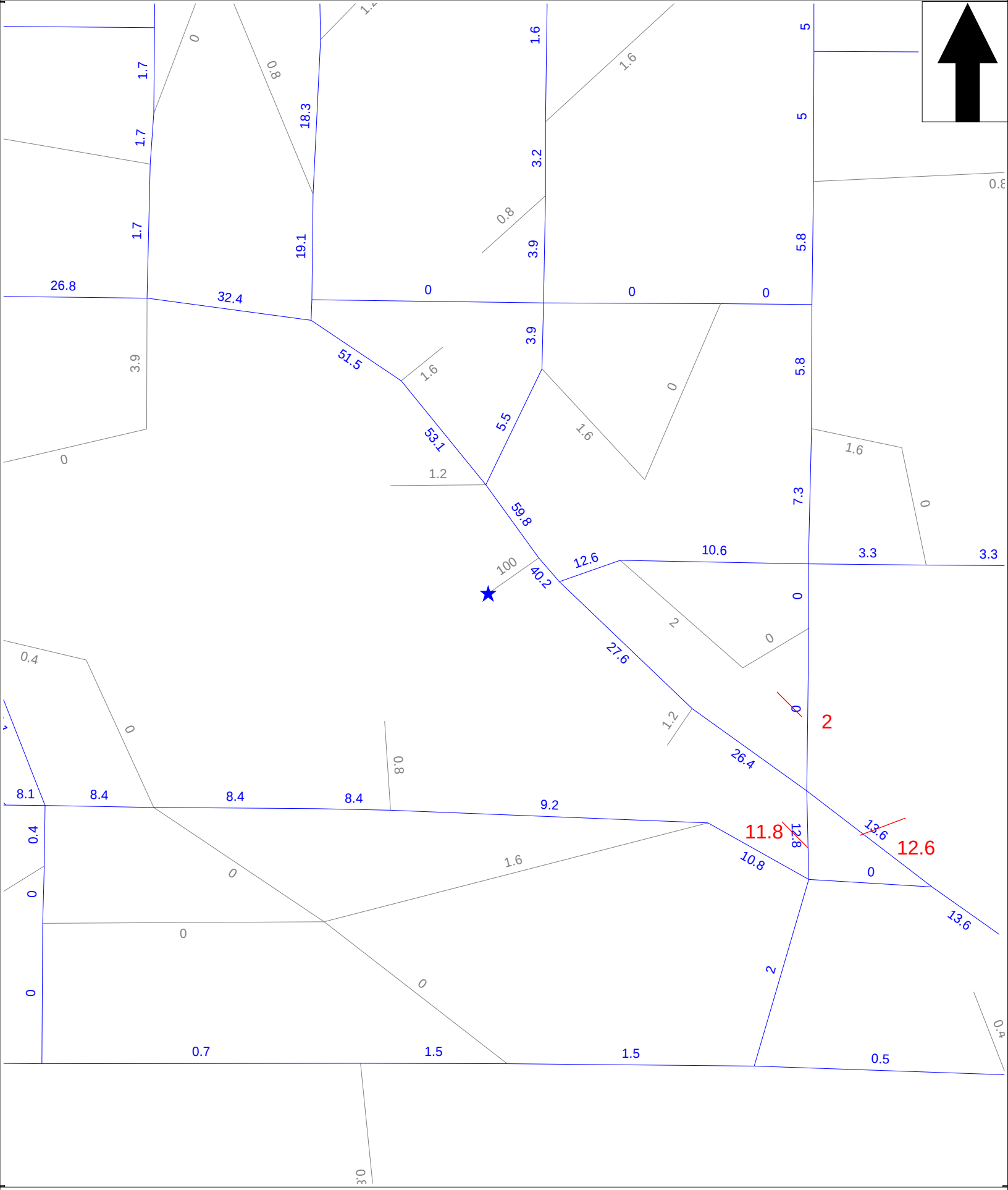
Table 2: Study Area Determination

Roadway From	To	Roadway Attributes [1]				Existing Daily Traffic Conditions			Ocala/Marion TPO Growth Rates (2020)	Ocala/Marion TPO Growth Rates (2021)	Peak Hour Directional Service Capacity [2]	PM Peak Hour Project Traffic				Significant Impact? [5]	Include In Study Area? [6]
		FDOT Classification	Area Type	Adopted LOS	Number of Lanes	Service Capacity [2]	2019 AADT	2019 V/C				% Assign [3]	NB / EB	SB / WB	Max % Impact [4]		
SR 464																	
SE 11th Avenue	SE 25th Avenue	Minor Arterial	U	E	4D	41,790	29,500	0.71	-3.3%	-2.5%	2,100	32%	34	20	1.62%	No	Yes
SE 25th Avenue	SE 24th Street	Minor Arterial	U	E	4D	41,790	35,500	0.85	1.5%	-1.4%	2,100	100%	105	61	5.00%	Yes	Yes
SE 24th Street	SE 36th Avenue	Minor Arterial	U	E	4D	41,790	35,500	0.85	1.5%	-1.4%	2,100	28%	17	29	1.38%	No	Yes
SE 36th Avenue	SE 31st Street	Minor Arterial	U	E	4D	41,790	31,110	0.74	0.7%	-1.6%	2,100	13%	8	14	0.67%	No	No
SE 25th Avenue																	
Fort King Street	SR 464	Minor Arterial	U	E	4D	37,810	18,400	0.49	4.9%	-3.6%	1,900	19%	12	20	1.05%	No	No
SE 30th Avenue																	
Ft King Street	SR 464	Local	U	E	2U	14,820	4,200	0.28	--	--	760	6%	3	6	0.79%	No	No
SE 24th Street																	
SR 464	SE 36th Avenue	Minor Collector	U	E	2U	14,820	9,600	0.65	12.3%	--	760	13%	8	13	1.71%	No	No
SE 36th Avenue																	
Fort King Street	SE 17th St	Minor Arterial	U	E	4D	37,810	16,600	0.44	-1.9%	-3.2%	1,900	6%	4	6	0.32%	No	No
SE 17th St	SR 464	Minor Arterial	U	E	4D	37,810	15,500	0.41	-3.9%	-3.3%	1,900	7%	4	8	0.42%	No	No

Notes:

1. The roadway attributes were obtained from the latest FDOT Urban Area Boundary & Federal Functional Classification Map for Marion County, City of Ocala Comprehensive Plan Transportation Element, and supplemented with the 2020 FDOT Quality/LOS Handbook.
2. Roadway Service Capacities were based on the 2020 FDOT Quality/LOS Handbook.
3. Percent project traffic was calculated as the maximum across the segment using CFRPM v6.1.
4. Percent impact was calculated as the average PM peak hour project traffic across the segment divided by the directional service volume.
5. In accordance with City of Ocala TIA guidelines, the minimum threshold for significance is at least 3% impact.
6. In accordance with City of Ocala TIA guidelines, impacted road segments plus one segment beyond are to be included in the study area.

CFRPM MODEL OUTPUT



ALBRIGHT PROPERTY
320 MF DWELLING UNITS
CFRPM V 6.1
MAY 2021

(Licensed to Kimley Horn and Associates)

HISTORICAL GROWTH RATE INFORMATION

F

Map #	Location	Source	Count Type	2015	2016	2017	2018	2019	Annual Growth Rate (%)
SR 464									
F-01	US 441 to SE 11th Ave	FDOT	3	32,000	35,900	32,000	30,500	31,000	-0.8
F-02	SE 11th Ave to SE 25th Ave	FDOT	2	34,000	32,300	32,500	33,500	29,500	-3.3
F-03	SE 25th Ave to SE 36th Ave	FDOT	3	33,500	37,100	36,500	35,000	35,500	1.5
F-04	140 Ft E Of SE 47th Ave	FDOT	1	30,200	30,800	30,800	30,400	31,100	0.7
US 441									
F-05	SE 23rd Pl to SE 31st St	OCA	1	23,000	23,000	22,800	22,400	24,200	1.3
CR 464A									
F-06	SW 10th Street to SR 464	OCA	1	9,000	8,700	6,900	7,100	8,800	-0.6
F-07	SR 464 to SE 31st Street	OCA	2	NC	9,900	NC	NC	NC	0.0
F-08	N of SE 38th Street	MC	2	5,900	6,300	6,900	6,600	6,900	4.2
SW 1st Ave									
F-09	SW 5th St to SW 8th St	OCA	1	NC	NC	5,900	7,500	8,000	17.8
SE 3rd Ave									
F-10	SE 8th St to CR 464A	OCA	2	5,500	NC	5,600	8,000	NC	15.2
F-11	CR 464A to SR 464	OCA	3	4,900	NC	4,900	NC	5,700	4.1
F-12	SR 464 to SE 23rd Pl	OCA	3	NC	NC	3,600	NC	3,600	0.0
SE 8th St									
F-13	SE 1st Ave to SE 3rd Ave	OCA	3	7,400	7,400	NC	3,000	2,800	-15.5
F-14	SE 3rd Ave to SE 11th Ave	OCA	3	NC	NC	2,800	NC	1,400	-25.0
F-15	SE 36th Ave to SE 45th Ter	OCA	3	NC	NC	2,100	NC	2,000	-2.4
SE 11th Ave									
F-16	SR 40 to SE Ft King St	OCA	1	2,700	2,700	3,200	2,700	2,900	1.9
F-17	SE Ft King St to SR 464	OCA	3	2,500	NC	3,200	NC	3,700	12.0
F-18	SR 464 to CR 464A	OCA	3	NC	NC	2,200	NC	2,400	4.5

F

Map #	Location	Source	Count Type	2015	2016	2017	2018	2019	Annual Growth Rate (%)
SE 17th St									
F-19	SE 25th Ave to SE 30th Ave	OCA	3	3,800	NC	3,900	4,200	3,900	0.7
F-20	SE 30th Ave to SE 36th Ave	OCA	3	NC	NC	3,600	NC	3,400	-2.8
SE 18th Ave									
F-21	SR 464 to SE 31st St	OCA	2	7,100	NC	8,200	8,400	8,600	5.3
SE 22nd Ave									
F-22	SE Ft King St to SR 464	OCA	3	1,700	NC	1,800	NC	2,000	4.4
SE 24th St									
F-23	SR 464 to SE 36th Ave	OCA	3	NC	NC	7,700	NC	9,600	12.3
F-24	SE 36th Ave to SE 44th Ct	OCA	3	NC	NC	8,500	12,200	9,600	6.5
SE 25th Ave									
F-25	SR 40 to SE Ft King St	OCA	2	NC	NC	NC	24,100	14,500	-39.8
F-26	SE Ft King St to SR 464	OCA	2	15,400	NC	18,700	17,800	18,400	4.9
SE 30th Ave									
F-27	SE Ft King St to SE 17th St	OCA	3	NC	NC	1,400	NC	4,200	100.0
SE 31st St									
F-28	US 441 to CR 464A	OCA	2	NC	17,600	17,500	18,600	18,300	1.3
F-29	CR 464A to SE 36th Ave	OCA	1	12,400	12,400	11,200	NC	14,500	4.2
F-30	SE 36th Ave to SR 464	OCA	3	NC	NC	6,400	3,700	8,700	18.0
SE/SW 32nd St									
F-31	SW 7th Ave to US 441	MC	2	16,400	19,100	21,100	NC	21,300	7.5
SE 36th Ave									
F-32	SE Ft King St to SE 17th St	OCA	1	18,000	18,000	17,300	16,900	16,600	-1.9
F-33	SE 17th St to SR 464	OCA	2	18,400	NC	16,000	13,000	15,500	-3.9
F-34	SR 464 to SE 31st St	OCA	3	NC	NC	10,600	NC	NC	N/A
F-35	SE 31st St to SE 38th St	MC	2	6,300	6,900	7,500	7,700	7,400	4.4

Location	Source	Count Type	2016	2017	2018	2019	2020	Ave Annual Growth Rate (%)
NE 24th Street								
NE 8th Rd to NE 19th	OCA	1	3,600	3,200	4,400	6,400	5,400	14.1%
NE 25th Ave to NE 36th	OCA	3	NC	2,800	2,300	2,800	2,600	-1.1%
NE 49th Street								
E of CR 200A	MC	2	3,400	3,400	3,500	3,400	3,800	3%
NE 175th Street Road								
E of US 301	MC	2	2,000	2,100	2,300	2,300	2,400	4.7%
NE 8th Avenue Road								
NE 24th Street to NE 14th St	OCA	3	NC	6,400	6,400	6,400	6,200	-1%
NE 97th Street Road								
E of NE 21street Ave	MC	2	2,700	2,800	2,900	3,100	3,000	2.7%
NE Jacksonville Road								
N Magnolia Ave to CR 200A	OCA	3	NC	NC	1,600	1,300	1,200	-13.2%
NE Watula Avenue								
SR 40 to NE 3rd Street	OCA	3	NC	1,100	NC	300	1,000	N/A
NE/SE 25th Avenue								
SR 40 to SE Ft King Street	OCA	2	NC	NC	24,100	14,500	9,800	N/A
SE Ft King to SR 464	OCA	2	NC	18,700	17,800	18,400	16,700	-3.6%
N of NE 49th Street	MC	2	3,400	3,600	3,800	3,700	3,300	-0.5%
S of NE 49th Street	MC	2	5,600	6,600	6,600	6,700	5,200	-0.8%
NE/SE 36th Avenue								
N of NE 97th St Rd	MC	2	1,700	1,800	1,900	2,000	1,700	0.4%
S of SR 326	MC	2	3,700	3,900	4,100	4,000	3,200	-3%
N of NE 35th Street	MC	2	9,000	9,400	9,500	9,400	8,800	-0.5%
City Limits to NE 24th	OCA	3	NC	11,400	10,500	11,100	10,000	-4%
NE 24th St to NE 14th	OCA	1	11,700	12,100	11,500	10,700	10,100	-3.5%
NE 14th St to SR 40	OCA	2	NC	14,800	8,100	15,100	15,500	14.6%
SR 40 to NE Ft King St	OCA	1	19,500	19,200	18,300	17,900	17,000	-3.4%
NW 21st Avenue								
NW 27th Ave to ML K	OCA	3	NC	1,700	NC	1,700	1,900	N/A
NW 22nd Avenue								
N MLK Ave to US 441	OCA	3	NC	2,700	NC	2,700	2,900	N/A
NW 30th Avenue								
SR 40 to US 27	OCA	3	NC	5,700	NC	1,900	3,700	N/A

Location	Source	Count Type	2016	2017	2018	2019	2020	Ave Annual Growth Rate (%)
SE 11th Avenue								
SR 40 to SE Ft King Street	OCA	1	2,700	3,200	2,700	2,900	2,300	-2.6%
SE Ft King St to SR 464	OCA	3	NC	3,200	NC	3,700	2,700	N/A
SR 464 to CR 464A	OCA	3	NC	2,200	NC	2,400	1,400	N/A
SE 18th Avenue								
SR 464 to SE 31st Street	OCA	2	NC	8,200	8,400	8,600	6,500	-6.5%
SE 22nd Avenue								
SE Ft King St to SR 464	OCA	3	NC	1,800	NC	2,000	1,900	N/A
SE 30th Avenue								
SE Ft King St to SE 17th Street	OCA	3	NC	1,400	NC	4,200	2,800	N/A
SE 36th Avenue								
SE Ft King St to SE 17th Street	OCA	1	18,000	17,300	16,900	16,600	15,800	-3.2%
SE 17th St to SR 464	OCA	2	NC	16,000	13,000	15,500	13,900	-3.3%
SR 464 to SE 31st Street	OCA	3	NC	10,600	NC	NC	5,400	N/A
SE 31st St to SE 38th St	MC	2	6,900	7,500	7,700	7,400	8,300	4.9%
Watula Avenue								
SE Ft. King to 8th Street	OCA	3	NC	4,200	NC	4,300	4,600	N/A
SR 40 to NE 3rd Street	OCA	3	NC	1,100	NC	300	1,000	N/A
SE 8th Street								
SE 1st Ave to SE 3rd Ave	OCA	3	7,400	NC	3,000	2,800	2,400	N/A
SE 3rd Ave to SE 11th Ave	OCA	3	NC	2,800	NC	1,400	1,l900	N/A
SE 36th Ave to SE 45th Ter	OCA	3	NC	2,100	NC	2,000	1,800	N/A
SE 17th Street								
SE 25th Ave to SE 30th Ave	OCA	3	NC	3,900	4,200	3,900	4,000	1%
SE 30th Ave to SE 36th Ave	OCA	3	NC	3,600	NC	3,400	4,600	N/A
SE 24th Street								
SR 464 to SE 36th Ave	OCA	3	NC	7,700	NC	9,600	8,200	N/A
SE 36th Ave to SE 44th Ct	OCA	3	NC	8,500	12,200	9,600	7,300	-0.6%
SE 31st Street								
US 441 to CR 464A	OCA	2	17,600	17,500	18,600	18,300	19,200	2.3%
CR 464A to SE 36th Ave	OCA	1	12,400	11,200	NC	14,500	11,000	-16.9%
SE 36th Ave to SR 464	OCA	3	NC	6,400	3,700	8,700	7,800	27.5%

Location	Source	Count Type	2016	2017	2018	2019	2020	Ave Annual Growth Rate (%)
SR 40 (continued)								
E of CR 314A	FDOT	3	7,200	8,200	8,400	8,600	8,100	3.2%
SE 183rd to Lake County Line	FDOT	3	4,300	4,900	8,400	6,300	6,100	14.3%
SR 200								
South of CR 484	MC	3	15,100	15,700	16,400	16,900	17,900	4.3%
NE of CR 484	FDOT	3	19,900	21,500	22,000	21,000	21,000	1.5%
1 mi NE of CR 484	FDOT	3	34,100	38,000	35,000	36,000	30,000	-2.6%
S of SW 80th St	MC	3	29,200	30,400	31,800	30,700	27,600	-1.2%
S of SW 66th Street	OCA	1	NC	34,000	36,700	49,900	49,900	14.6%
2.5 mi SW of I-75 (Telemetered – W/O SW 48th Avenue)	FDOT	T	41,500	41,500	41,000	42,000	41,000	-0.3%
0.5 mi E of I-75	FDOT	2	43,500	47,500	38,000	43,500	42,500	0.3%
SW 26th St to SW 27th	FDOT	2	41,900	39,500	39,500	40,500	36,500	3.3%
SW 27th Ave to SW 17th	FDOT	2	38,300	37,500	34,500	38,500	37,500	-0.3%
SW 17th St to SW ML King Ave	FDOT	2	24,500	25,000	24,000	24,000	22,000	-2.6%
SW MLK to US 441	FDOT	2	27,700	26,500	25,500	26,500	26,000	-1.5%
SR 464								
SR 200 to SW 19th Avenue Rd	FDOT	2	24,800	25,500	25,500	25,500	25,500	0.7%
SW 19th Avenue Road to SW 7th Avenue	FDOT	2	35,900	34,000	34,500	35,500	31,000	-3.4%
US 441 to SE 11th Ave	FDOT	3	35,900	32,000	30,500	31,000	29,000	-5.1%
SE 11th Ave to SE 25th Ave	FDOT	2	32,300	32,500	33,500	29,500	29,000	-2.5%
SE 25th Ave to SE 36th Ave	FDOT	3	36,500	36,500	35,000	35,500	34,500	-1.4%
36th Ave to SR 35 (Telemetered)	FDOT	T	31,000	30,800	30,400	31,100	29,000	-1.6%
SR 492								
US 441 to N Magnolia Ave	FDOT	3	20,300	19,900	21,500	20,500	20,300	0.1%
N Magnolia Ave to NE 8th Avenue	FDOT	3	18,300	18,400	18,600	21,000	21,000	3.6%
0.5 mi W of NE 17th Ave	FDOT	3	20,000	20,500	21,000	20,500	20,300	0.4%
NE 19th Ave to NE 25th Avenue	FDOT	3	20,500	21,000	19,800	19,800	19,400	-1.3%
NE 25th Ave to NE 36th Ave	FDOT	3	16,500	17,000	17,200	16,600	16,300	-0.3%
NE 36th Ave to SR 40	FDOT	3	7,700	8,600	8,800	9,500	9,300	5%

Kimley»Horn

January 28, 2022

Mr. Tye Chighizola, Growth Management Director
City of Ocala
Growth Management Department
201 SE 3rd St, 2nd Floor
Ocala, FL 34471

RE: ***Albright Property; Additional Traffic Analysis***
Kimley-Horn Project No. 142000001

Dear Mr. Chighizola:

We have been working with the applicant for the rezoning of the Albright Property, which also includes a request for approval of a concurrency development agreement to address traffic impacts of the site development (the "Albright Project"). Per City staff request at our meeting on January 18, 2022, we have expanded upon our original traffic analysis of the Albright Project to include (1) additional development projects within the local area that are proposed but not approved, and (2) updated traffic projections based on two different scenarios: one in which SE 25th Avenue is extended to SE 24th Street, and one in which it is not. Although no connection between SE 25th Avenue and SE 24th Street is proposed with the Albright Project, this additional analysis was requested by City staff because the Albright Project proposes to donate its share of right-of-way to the City to facilitate the connection of SE 25th Avenue and SE 24th Street by others, and also for the City's general planning purposes.

The original traffic study for the Albright Project was approved by City staff on October 13, 2021 (TIA21-44338) (the "Original Study"). The Original Study was based on a methodology developed in conjunction with City staff and included the Maricamp Road Commercial Development (located on the ARC property) as additional background development traffic. The Original Study assumed that the Albright Project would be accessed via SE 24th Street, which connects to SR 464/Maricamp Road via a right-in/right-out driveway connection.

There are two other developments within the local area that are currently in various stages of review by the City of Ocala, but have not yet been approved: the Maricamp Multifamily project (located on the Haselden property) and the 7-11 project. Based on the City's Code, neither of these two projects is far enough along in the City review process to be included in the Original Study. However, City staff has requested they be considered for reasons explained above.

Per City staff's request, attachments are provided that outline future traffic projections and operational analysis for the intersections of SR 464/Maricamp Road with SE 25th Avenue and SE 24th Street in year 2025 and including all four developments currently under review by the City (*i.e.*, the Albright Project, the Maricamp Road Commercial Development, the Maricamp Multifamily project, and the 7-11 project). The traffic projections and traffic operational analysis were performed for the existing proposed access scenario for each respective development as well as an access scenario if SE 25th Avenue were extended southward and connected to SE 24th Street.

The results show that the intersection of SR 464/Maricamp Road and SE 25th Avenue will have acceptable traffic operations with either access scenario, considering transportation improvements that have already been considered by the individual traffic studies performed for the respective developments. Those improvements include:

- Construction of a westbound right-turn lane (identified as an existing/background need)

- Modification of the northbound approach geometry on SE 25th Avenue (identified as a need with the Maricamp Multifamily traffic study)

- Signal timing adjustments (identified as a need with the Maricamp Multifamily traffic study).

The intersection of SE 24th Street at SR 464/Maricamp Road will have acceptable traffic operations with the existing right-in/right-out configuration with both access scenarios. If SE 25th Avenue was extended southward to SE 24th Street, it is estimated that approximately half of the project traffic from the Albright Project would shift from the intersection at SE 24th Street to the intersection with SE 25th Avenue to access the property to/from SR 464/Maricamp Road. This shift in traffic would not significantly or adversely impact the traffic operations at the intersection of SR 464/Maricamp Road and SE 25th Avenue.

We believe this provides the additional items requested to satisfy the City's concern. Please feel free to contact our office if you have any questions.

Sincerely,
KIMLEY-HORN

Amber L. Gartner, P.E.

Attachments: Traffic Volume Assignment Graphic
Intersection Volume Development
Synchro Operational Analysis Output

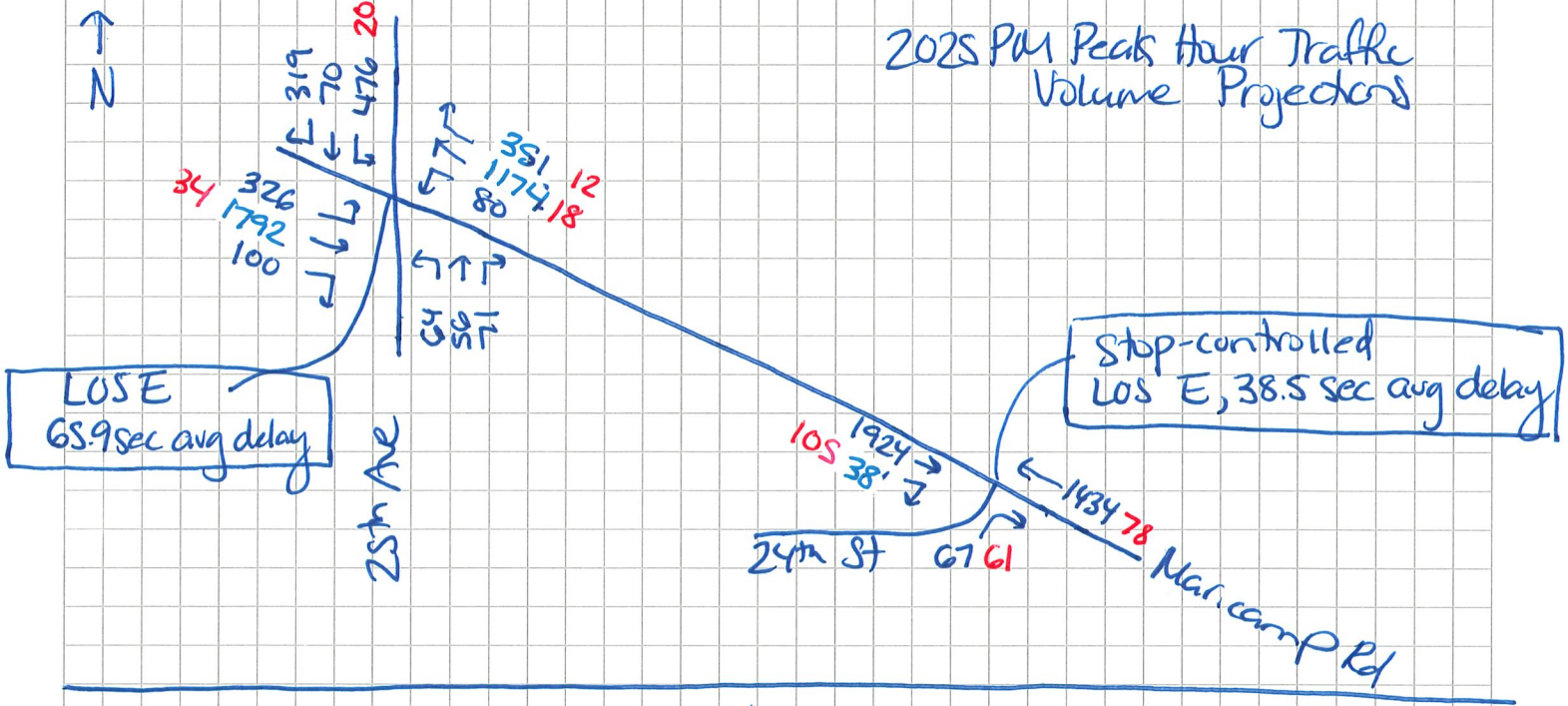
Cc: Clay Albright
Chris Roper

K:\OCA_Civil\142000002-Albright Property TIA\doc\Ltc220128alg-Albright Property Additional Traffic Analysis.docx

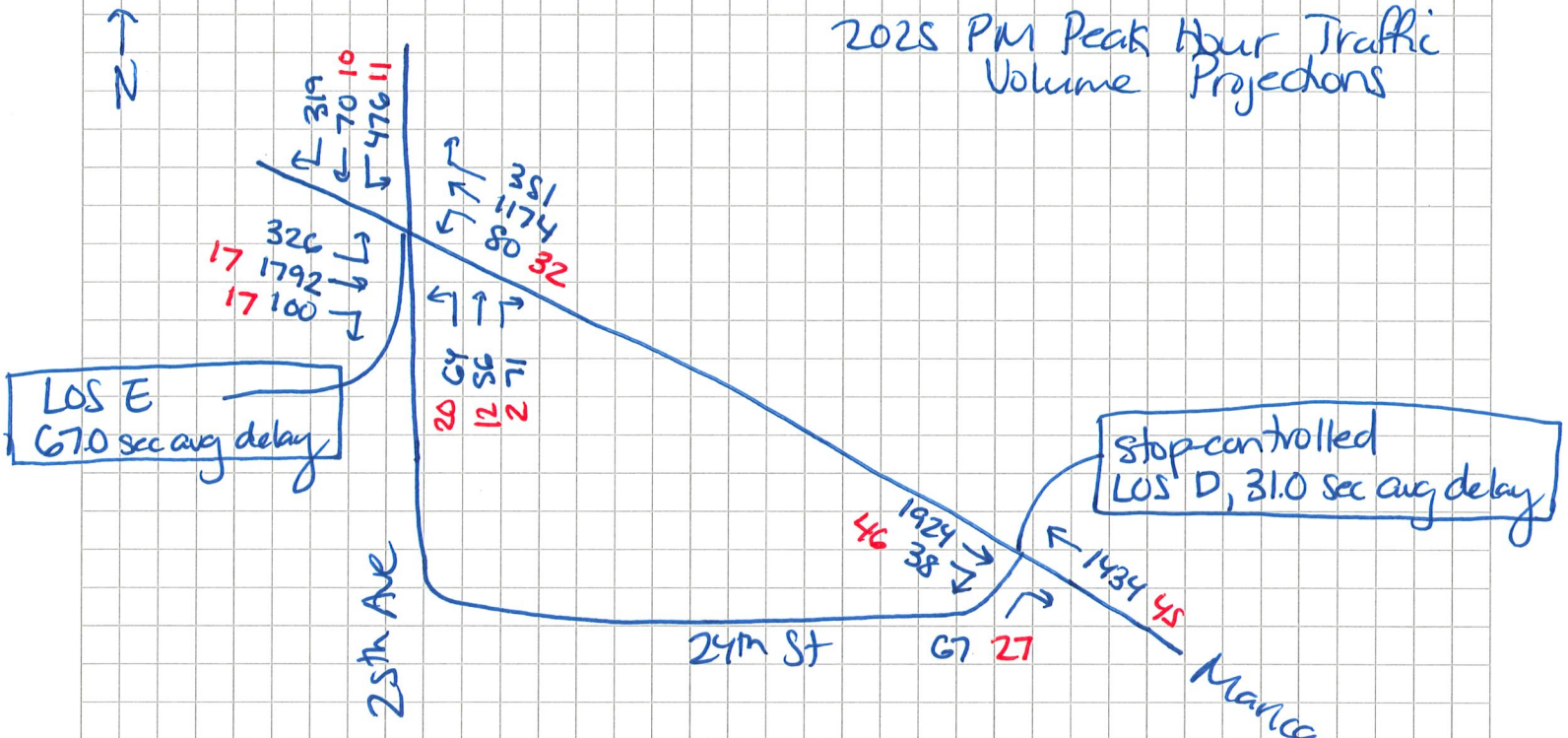
Kimley»Horn
Expect More. Experience Better.

Job Albright Subject 2025 Volume Projections Job No. 14200001
Designed By KH Date 1/28 Checked By ALG Date 1/28
Sheet No. 1 of 1

Without 25th Avenue Extension



With 25th Avenue Extension



X = Background (includes 7-11, Haselden, ARC) Y = Albright

INTERSECTION VOLUME DEVELOPMENT
SE 25th Ave @ SR 464/Maricamp Rd
PM Peak Hour

Case	SE 25th Ave Northbound				SE 25th Ave Southbound				SR 464/Maricamp Rd Eastbound				SR 464/Maricamp Rd Westbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
5/12/21 Observed Volumes	0	20	18	31	0	371	22	264	0	270	1,442	39	0	27	928	268
Peak Season Factor	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14
2021 Peak Season Volumes	0	23	21	35	0	423	25	301	0	308	1,644	44	0	31	1,058	306
Growth Factor	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
2025 Peak Season Volumes	0	24	22	37	0	448	27	319	0	326	1,743	47	0	33	1,121	324
Vested Trips																
Maricamp Multifamily	0	21	18	21	0	0	31	0	0	0	0	36	0	36	0	0
ARC Commercial	0	0	0	0	0	21	0	0	0	0	41	0	0	0	45	23
7-11	0	6	6	0	0	7	4	0	0	0	8	6	0	0	8	4
Office / Daycare	0	13	10	13	0	0	8	0	0	0	0	11	0	11	0	0
Total	0	40	34	34	0	28	43	0	0	0	49	53	0	47	53	27
2025 Background Traffic	0	64	56	71	0	476	70	319	0	326	1,792	100	0	80	1,174	351
Auto Assignment						19.0%					32.0%				32.0%	19.0%
	--	--	--	--	--	IN	--	--	--	--	IN	--	--	--	OUT	OUT
Project Traffic (Net New Trips)	0	0	0	0	0	20	0	0	0	0	34	0	0	0	18	12
Total Build-Out Volumes	0	64	56	71	0	496	70	319	0	326	1,826	100	0	80	1,192	363

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Raw-To-Peak Season Factor:	1.14	Existing Year:	2021
100th Highest Hour Factor:	0.95	Buildout Year:	2025
Weekly Adjustment Factor:	1.08	Annual Growth Rate:	1.50%
		Growth Factor:	1.06

INTERSECTION VOLUME DEVELOPMENT
SE 24th St (Driveway) @ SR 464/Maricamp Rd
PM Peak Hour

Case	SE 24th St (Driveway) Northbound				N/A Southbound				SR 464/Maricamp Rd Eastbound				SR 464/Maricamp Rd Westbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
5/12/21 Observed Volumes	0	0	0	24	0	0	0	0	0	0	1,564	32	0	0	1,126	0
Peak Season Factor	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14
2021 Peak Season Volumes	0	0	0	27	0	0	0	0	0	0	1,783	36	0	0	1,284	0
Growth Factor	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
2025 Peak Season Volumes	0	0	0	29	0	0	0	0	0	0	1,890	38	0	0	1,361	0
Vested Trips																
Maricamp Multifamily	0	0	0	0	0	0	0	0	0	0	11	0	0	0	18	0
ARC Commercial	0	0	0	38	0	0	0	0	0	0	0	0	0	0	34	0
7-11	0	0	0	0	0	0	0	0	0	0	12	0	0	0	12	0
Office / Daycare	0	0	0	0	0	0	0	0	0	0	11	0	0	0	9	0
Total	0	0	0	38	0	0	0	0	0	0	34	0	0	0	73	0
2025 Background Traffic	0	0	0	67	0	0	0	0	0	0	1,924	38	0	0	1,434	0
Auto Assignment				100.0%								100.0%			100.0%	
	--	--	--	OUT	--	--	--	--	--	--	--	IN	--	--	IN & OUT	--
Project Traffic (Net New Trips)	0	0	0	61	0	0	0	0	0	0	0	105	0	0	78	0
Total Build-Out Volumes	0	0	0	128	0	0	0	0	0	0	1,924	143	0	0	1,512	0

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Raw-To-Peak Season Factor:	1.14	Existing Year:	2021
100th Highest Hour Factor:	0.95	Buildout Year:	2025
Weekly Adjustment Factor:	1.08	Annual Growth Rate:	1.50%
		Growth Factor:	1.06

INTERSECTION VOLUME DEVELOPMENT
SE 25th Ave @ SR 464/Maricamp Rd
PM Peak Hour

Case	SE 25th Ave Northbound				SE 25th Ave Southbound				SR 464/Maricamp Rd Eastbound				SR 464/Maricamp Rd Westbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
5/12/21 Observed Volumes	0	20	18	31	0	371	22	264	0	270	1,442	39	0	27	928	268
Peak Season Factor	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14
2021 Peak Season Volumes	0	23	21	35	0	423	25	301	0	308	1,644	44	0	31	1,058	306
Growth Factor	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
2025 Peak Season Volumes	0	24	22	37	0	448	27	319	0	326	1,743	47	0	33	1,121	324
Vested Trips																
Maricamp Multifamily	0	21	18	21	0	0	31	0	0	0	0	36	0	36	0	0
ARC Commercial	0	0	0	0	0	21	0	0	0	0	42	0	0	0	45	23
7-11	0	6	6	0	0	7	4	0	0	0	8	6	0	0	8	4
Office / Daycare	0	13	10	13	0	0	8	0	0	0	0	11	0	11	0	0
Total	0	40	34	34	0	28	43	0	0	0	50	53	0	47	53	27
2025 Background Traffic	0	64	56	71	0	476	70	319	0	326	1,793	100	0	80	1,174	351
Auto Assignment		32.0%	19.0%	3.0%		10.0%	9.0%				16.0%	16.0%		30.0%		
	--	OUT	OUT	OUT	--	IN	IN	--	--	--	IN	IN	--	IN	--	--
Project Traffic (Net New Trips)	0	20	12	2	0	11	10	0	0	0	17	17	0	32	0	0
Total Build-Out Volumes	0	84	68	73	0	487	80	319	0	326	1,810	117	0	112	1,174	351

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Raw-To-Peak Season Factor:	1.14	Existing Year:	2021
100th Highest Hour Factor:	0.95	Buildout Year:	2025
Weekly Adjustment Factor:	1.08	Annual Growth Rate:	1.50%
		Growth Factor:	1.06

INTERSECTION VOLUME DEVELOPMENT
SE 24th St (Driveway) @ SR 464/Maricamp Rd
PM Peak Hour

	SE 24th St (Driveway) Northbound				N/A Southbound				SR 464/Maricamp Rd Eastbound				SR 464/Maricamp Rd Westbound			
Case	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
5/12/21 Observed Volumes	0	0	0	24	0	0	0	0	0	0	1,564	32	0	0	1,126	0
Peak Season Factor	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14
2021 Peak Season Volumes	0	0	0	27	0	0	0	0	0	0	1,783	36	0	0	1,284	0
Growth Factor	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
2025 Peak Season Volumes	0	0	0	29	0	0	0	0	0	0	1,890	38	0	0	1,361	0
Vested Trips																
Maricamp Multifamily	0	0	0	0	0	0	0	0	0	0	11	0	0	0	18	0
ARC Commercial	0	0	0	38	0	0	0	0	0	0	0	0	0	0	34	0
7-11	0	0	0	0	0	0	0	0	0	0	12	0	0	0	12	0
Office / Daycare	0	0	0	0	0	0	0	0	0	0	11	0	0	0	9	0
Total	0	0	0	38	0	0	0	0	0	0	34	0	0	0	73	0
2025 Background Traffic	0	0	0	67	0	0	0	0	0	0	1,924	38	0	0	1,434	0
Auto Assignment				44.0%								43.0%			44.0%	
	--	--	--	OUT	--	--	--	--	--	--	--	IN	--	--	IN & OUT	--
Project Traffic (Net New Trips)	0	0	0	27	0	0	0	0	0	0	0	46	0	0	45	0
Total Build-Out Volumes	0	0	0	94	0	0	0	0	0	0	1,924	84	0	0	1,479	0

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Raw-To-Peak Season Factor:	1.14	Existing Year:	2021
100th Highest Hour Factor:	0.95	Buildout Year:	2025
Weekly Adjustment Factor:	1.08	Annual Growth Rate:	1.50%
		Growth Factor:	1.06

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	326	1826	100	80	1192	363	64	56	73	496	70	319
Future Volume (vph)	326	1826	100	80	1192	363	64	56	73	496	70	319
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	0.95	0.95	1.00	0.95	0.95	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950	0.995		0.950	0.964	
Satd. Flow (prot)	1770	3539	1583	1752	3505	1568	1665	1744	1568	1649	1673	1553
Flt Permitted	0.950			0.950			0.950	0.995		0.950	0.964	
Satd. Flow (perm)	1770	3539	1583	1752	3505	1568	1665	1744	1568	1649	1673	1553
Satd. Flow (RTOR)			119			226			171			314
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles (%)	2%	2%	2%	3%	3%	3%	3%	3%	3%	4%	4%	4%
Shared Lane Traffic (%)							10%			43%		
Lane Group Flow (vph)	340	1902	104	83	1242	378	60	65	76	295	295	332
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Split	NA	Perm	Split	NA	Perm
Protected Phases	1	6		5	2		4	4		8	8	
Permitted Phases			6			2			4			8
Detector Phase	1	6	6	5	2	2	4	4	4	8	8	8
Switch Phase												
Minimum Initial (s)	5.0	15.0	15.0	8.0	15.0	15.0	8.0	8.0	8.0	8.0	8.0	8.0
Minimum Split (s)	12.6	22.1	22.1	15.2	22.1	22.1	14.6	14.6	14.6	15.8	15.8	15.8
Total Split (s)	41.0	99.0	99.0	18.0	76.0	76.0	17.0	17.0	17.0	36.0	36.0	36.0
Total Split (%)	24.1%	58.2%	58.2%	10.6%	44.7%	44.7%	10.0%	10.0%	10.0%	21.2%	21.2%	21.2%
Yellow Time (s)	5.0	5.1	5.1	5.1	5.1	5.1	3.5	3.5	3.5	4.5	4.5	4.5
All-Red Time (s)	2.6	2.0	2.0	2.1	2.0	2.0	3.1	3.1	3.1	3.3	3.3	3.3
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)	7.6	7.1	7.1	7.2	7.1	7.1	6.6	6.6	6.6	7.8	7.8	7.8
Lead/Lag	Lead	Lead	Lead	Lag	Lag	Lag						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	C-Min	C-Min	None	Min	Min	None	None	None	None	None	None
v/c Ratio	0.98	0.99	0.11	0.78	0.88	0.49	0.62	0.65	0.30	1.05	1.03	0.63
Control Delay	109.9	57.5	2.2	96.3	33.5	6.0	105.6	106.2	3.1	131.0	127.4	13.6
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	109.9	57.5	2.2	96.3	33.5	6.0	105.6	106.2	3.1	131.0	127.4	13.6
Queue Length 50th (ft)	382	1084	0	91	384	9	69	75	0	~384	~378	17
Queue Length 95th (ft)	#595	#1277	23	m#152	592	64	#135	#145	0	#597	#592	123
Internal Link Dist (ft)		1306			2465			699			1696	
Turn Bay Length (ft)	200		430	190			275			300		
Base Capacity (vph)	347	1913	910	111	1420	769	101	106	256	282	286	526
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	0.98	0.99	0.11	0.75	0.87	0.49	0.59	0.61	0.30	1.05	1.03	0.63

Intersection Summary
Cycle Length: 170
Actuated Cycle Length: 170
Offset: 151 (89%), Referenced to phase 6:EBT, Start of Yellow
Natural Cycle: 150
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: 1: SE 25th Ave & SR 464/Maricamp Rd

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	326	1826	100	80	1192	363	64	56	73	496	70	319
Future Volume (veh/h)	326	1826	100	80	1192	363	64	56	73	496	70	319
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
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1856	1856	1856	1856	1856	1856	1841	1841	1841
Adj Flow Rate, veh/h	340	1902	98	83	1242	354	62	64	49	569	0	166
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2	2	3	3	3	3	3	3	4	4	4
Cap, veh/h	350	1921	857	101	1404	626	83	88	74	582	0	259
Arrive On Green	0.20	0.54	0.54	0.06	0.40	0.40	0.05	0.05	0.05	0.17	0.00	0.17
Sat Flow, veh/h	1781	3554	1585	1767	3526	1572	1767	1856	1572	3506	0	1560
Grp Volume(v), veh/h	340	1902	98	83	1242	354	62	64	49	569	0	166
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1767	1763	1572	1767	1856	1572	1753	0	1560
Q Serve(g_s), s	32.2	89.9	5.1	7.9	55.6	29.7	5.9	5.8	5.2	27.5	0.0	16.9
Cycle Q Clear(g_c), s	32.2	89.9	5.1	7.9	55.6	29.7	5.9	5.8	5.2	27.5	0.0	16.9
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	350	1921	857	101	1404	626	83	88	74	582	0	259
V/C Ratio(X)	0.97	0.99	0.11	0.82	0.88	0.57	0.74	0.73	0.66	0.98	0.00	0.64
Avail Cap(c_a), veh/h	350	1921	857	112	1429	637	108	114	96	582	0	259
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	0.00	1.00
Uniform Delay (d), s/veh	67.8	38.6	19.1	79.3	47.5	39.7	80.0	79.9	79.6	70.6	0.0	66.2
Incr Delay (d2), s/veh	40.4	18.3	0.3	34.1	6.9	1.1	17.9	15.6	10.2	31.7	0.0	5.3
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	18.4	42.0	2.0	4.5	25.2	11.5	3.1	3.2	2.3	15.0	0.0	7.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	108.2	56.9	19.4	113.4	54.4	40.8	97.9	95.5	89.8	102.3	0.0	71.5
LnGrp LOS	F	E	B	F	D	D	F	F	F	F	A	E
Approach Vol, veh/h		2340			1679			175			735	
Approach Delay, s/veh		62.8			54.5			94.8			95.4	
Approach LOS		E			D			F			F	

Timer - Assigned Phs	1	2		4	5	6		8
Phs Duration (G+Y+Rc), s	41.0	74.9		14.6	16.9	99.0		36.0
Change Period (Y+Rc), s	7.6	* 7.2		6.6	7.2	7.1		7.8
Max Green Setting (Gmax), s	33.4	* 69		10.4	10.8	91.9		28.2
Max Q Clear Time (g_c+I1), s	34.2	57.6		7.9	9.9	91.9		29.5
Green Ext Time (p_c), s	0.0	6.9		0.1	0.0	0.0		0.0

Intersection Summary		
HCM 6th Ctrl Delay		65.9
HCM 6th LOS		E

Notes

User approved volume balancing among the lanes for turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Int Delay, s/veh	1.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1924	143	0	1512	0	128
Future Vol, veh/h	1924	143	0	1512	0	128
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	114	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	3	3	2	2
Mvmt Flow	2025	151	0	1592	0	135

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	1013
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	-	0	-	0	237
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	237
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	38.5
HCM LOS			E

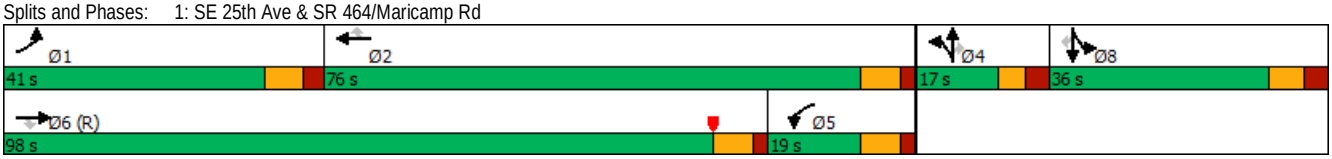
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	237	-	-	-
HCM Lane V/C Ratio	0.569	-	-	-
HCM Control Delay (s)	38.5	-	-	-
HCM Lane LOS	E	-	-	-
HCM 95th %tile Q(veh)	3.2	-	-	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	326	1810	117	112	1174	351	84	68	73	487	80	319
Future Volume (vph)	326	1810	117	112	1174	351	84	68	73	487	80	319
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles (%)	2%	2%	2%	3%	3%	3%	3%	3%	3%	4%	4%	4%
Shared Lane Traffic (%)							12%			42%		
Lane Group Flow (vph)	340	1885	122	117	1223	366	77	82	76	294	296	332
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Split	NA	Perm	Split	NA	Perm
Protected Phases	1	6		5	2		4	4		8	8	
Permitted Phases			6			2			4			8
Detector Phase	1	6	6	5	2	2	4	4	4	8	8	8
Switch Phase												
Minimum Initial (s)	5.0	15.0	15.0	8.0	15.0	15.0	8.0	8.0	8.0	8.0	8.0	8.0
Minimum Split (s)	12.6	22.1	22.1	15.2	22.1	22.1	14.6	14.6	14.6	15.8	15.8	15.8
Total Split (s)	41.0	98.0	98.0	19.0	76.0	76.0	17.0	17.0	17.0	36.0	36.0	36.0
Total Split (%)	24.1%	57.6%	57.6%	11.2%	44.7%	44.7%	10.0%	10.0%	10.0%	21.2%	21.2%	21.2%
Maximum Green (s)	33.4	90.9	90.9	11.8	68.9	68.9	10.4	10.4	10.4	28.2	28.2	28.2
Yellow Time (s)	5.0	5.1	5.1	5.1	5.1	5.1	3.5	3.5	3.5	4.5	4.5	4.5
All-Red Time (s)	2.6	2.0	2.0	2.1	2.0	2.0	3.1	3.1	3.1	3.3	3.3	3.3
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)	7.6	7.1	7.1	7.2	7.1	7.1	6.6	6.6	6.6	7.8	7.8	7.8
Lead/Lag	Lead	Lead	Lead	Lag	Lag	Lag						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	C-Min	C-Min	None	Min	Min	None	None	None	None	None	None
v/c Ratio	0.98	1.00	0.14	0.97	0.86	0.48	0.78	0.80	0.30	1.07	1.06	0.64
Control Delay	109.9	58.7	3.5	126.3	31.7	5.4	122.3	122.6	3.0	137.2	134.8	13.9
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	109.9	58.7	3.5	126.3	31.7	5.4	122.3	122.6	3.0	137.2	134.8	13.9
Queue Length 50th (ft)	382	1077	2	132	375	7	90	96	0	~382	~381	18
Queue Length 95th (ft)	#595	#1270	35	m#237	561	56	#189	#201	0	#595	#592	125
Internal Link Dist (ft)		1306			2465			699			1696	
Turn Bay Length (ft)	200		430	190			275			300		
Base Capacity (vph)	347	1892	901	121	1420	768	101	106	256	276	280	520
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	0.98	1.00	0.14	0.97	0.86	0.48	0.76	0.77	0.30	1.07	1.06	0.64

Intersection Summary

Cycle Length: 170
Actuated Cycle Length: 170
Offset: 151 (89%), Referenced to phase 6:EBT, Start of Yellow
Natural Cycle: 150
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: 1: SE 25th Ave & SR 464/Maricamp Rd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	326	1810	117	112	1174	351	84	68	73	487	80	319
Future Volume (veh/h)	326	1810	117	112	1174	351	84	68	73	487	80	319
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
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1856	1856	1856	1856	1856	1856	1841	1841	1841
Adj Flow Rate, veh/h	340	1885	116	117	1223	342	80	83	49	566	0	166
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2	2	3	3	3	3	3	3	4	4	4
Cap, veh/h	350	1900	848	123	1427	636	100	106	89	582	0	259
Arrive On Green	0.20	0.53	0.53	0.07	0.40	0.40	0.06	0.06	0.06	0.17	0.00	0.17
Sat Flow, veh/h	1781	3554	1585	1767	3526	1572	1767	1856	1572	3506	0	1560
Grp Volume(v), veh/h	340	1885	116	117	1223	342	80	83	49	566	0	166
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1767	1763	1572	1767	1856	1572	1753	0	1560
Q Serve(g_s), s	32.2	89.4	6.2	11.2	53.8	28.1	7.6	7.5	5.2	27.3	0.0	16.9
Cycle Q Clear(g_c), s	32.2	89.4	6.2	11.2	53.8	28.1	7.6	7.5	5.2	27.3	0.0	16.9
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	350	1900	848	123	1427	636	100	106	89	582	0	259
V/C Ratio(X)	0.97	0.99	0.14	0.95	0.86	0.54	0.80	0.79	0.55	0.97	0.00	0.64
Avail Cap(c_a), veh/h	350	1900	848	123	1429	637	108	114	96	582	0	259
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	0.00	1.00
Uniform Delay (d), s/veh	67.8	39.2	19.9	78.8	46.1	38.5	79.2	79.1	78.0	70.5	0.0	66.2
Incr Delay (d2), s/veh	40.4	18.8	0.3	66.8	5.4	0.9	31.0	28.2	5.5	30.5	0.0	5.3
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	18.4	41.9	2.4	7.3	24.1	10.9	4.4	4.4	2.2	14.8	0.0	7.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	108.2	58.0	20.2	145.6	51.5	39.4	110.2	107.3	83.5	101.0	0.0	71.5
LnGrp LOS	F	E	C	F	D	D	F	F	F	F	A	E
Approach Vol, veh/h		2341			1682			212			732	
Approach Delay, s/veh		63.4			55.6			102.9			94.3	
Approach LOS		E			E			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	41.0	76.0		16.3	19.0	98.0		36.0				
Change Period (Y+Rc), s	7.6	* 7.2		6.6	7.2	7.1		7.8				
Max Green Setting (Gmax), s	33.4	* 69		10.4	11.8	90.9		28.2				
Max Q Clear Time (g_c+I1), s	34.2	55.8		9.6	13.2	91.4		29.3				
Green Ext Time (p_c), s	0.0	7.5		0.1	0.0	0.0		0.0				

Intersection Summary			
HCM 6th Ctrl Delay		67.0	
HCM 6th LOS		E	

Notes

User approved volume balancing among the lanes for turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Int Delay, s/veh	0.8

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1935	84	0	1498	0	94
Future Vol, veh/h	1935	84	0	1498	0	94
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	114	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	3	3	2	2
Mvmt Flow	2037	88	0	1577	0	99

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	1019
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	-	0	-	0	235
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	235
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	31
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	235	-	-	-
HCM Lane V/C Ratio	0.421	-	-	-
HCM Control Delay (s)	31	-	-	-
HCM Lane LOS	D	-	-	-
HCM 95th %tile Q(veh)	2	-	-	-

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

Prepared by and Return to:

Christopher Roper, Esq.
Akerman LLP
P.O. Box 231
Orlando, FL 32802

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

CONCURRENCY DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 163, FLORIDA STATUTES

This Concurrency Development Agreement, executed by the Parties as of the _____ day of _____, 2021**2022** and having the Effective Date specified below, is entered into by and between:

- **CITY OF OCALA,** a Florida municipal corporation ("City"); and
- **DONNA MACHELLE ALBRIGHT, as Trustee of the DONNA MACHELLE ALBRIGHT FAMILY TRUST DATED JULY, dated July 2, 1999, as amended and restated on December 29, 2010** ("Trust").

RECITALS:

A. Trust owns a parcel of real property located in Marion County, Florida, also located within the jurisdictional boundaries of the City, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

B. Trust has made application to City for a Concurrency Development Agreement to facilitate making a proportionate share payment to City to mitigate the impact on a certain intersection which will have inadequate facility capacity at peak hour as a result of projected traffic to be generated by the development of the Property, as determined by the Traffic Study described in Recital C below.

C. Trust retained Kimley-Horn and Associates, Inc., consulting engineers, to prepare a Traffic Impact Analysis ("Traffic Study") of the effect on transportation facilities of the development of the Property based upon a methodology reviewed and approved by the City, County, and the Ocala/Marion County Transportation Planning Organization ("TPO"). The Traffic Study, dated September 2021 and approved by the City on October 13, 2021, has been reviewed and approved by City, County, and the TPO. The final approved Traffic Study, as revised, is by this reference incorporated into the terms of this Agreement.

D. The Traffic Study projects that based on the adopted level service standards of the City and County there is one intersection, identified below, that will have inadequate facility capacity at peak hour to provide adequate facility capacity 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 traffic. Trust and City have agreed to the required modification to the subject facility (described below) and to the proportionate share payment to made by the Trust to the City to mitigate the impact on public transportation facilities generated by the proposed development of the Property.

E. Chapter 86 of City's Code of Ordinances provides that, in the case of inadequate traffic facility capacity, a property owner may enter into a Concurrency Development Agreement with the City to provide or fund traffic facilities system improvements. This Agreement shall constitute a Concurrency Development Agreement under the provisions of Chapter 86 of the City Code.

F. Trust has agreed to provide funds for the proportionate share payment owed as a result of the development plans for the Property, as set forth below, to mitigate the impact of development of the Property on public traffic facilities. Trust has also agreed to provide right-of-way to the City to facilitate additional traffic improvements that, although not required by City Code for this Project, will benefit the City and the traveling public by improving the overall roadway network that serves the Property and the surrounding area, if and when the City determines a need exists for such improvements in the future.

G. City has held public hearings to accept and encourage public input with respect to the proposals of Trust 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.

H. Trust has submitted an Application for Certificate of Capacity to the City for additional vehicular Trips (capacity) needed to accommodate the development of the Property.

I. 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 _____ and _____, by mailing a copy of the Notice of Intent to Trust, 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, and by announcing the date, time, and place of the second hearing during the first hearing.

J. The City Council of the City held Public Hearings on _____, and _____, to consider this Agreement. The City Council found and determined that 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 is consistent with the City's Comprehensive Plan and the City Code.

NOW, THEREFORE, in consideration of 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. **Incorporation of Recitals & Exhibits**. The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The content of all Exhibits referenced in this Agreement and attached hereto are incorporated into the terms of this Agreement.

2. **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:

2.1 ***"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 163.3220 through 163.3243, inclusive, of the Florida Statutes.

2.2 **"City"—** City of Ocala, a Florida municipal corporation.

2.3 ***"City's CMS"—*** City's Concurrency Management System, as codified in Chapter 86 of the City Code.

2.4 ***"City Code"*** **—**Code of Ordinances of the City of Ocala, Florida.

2.5 ***"Effective Date"*** **—** The date the terms of this Agreement become effective, as set forth in Section 12.16.

2.6 ***"Party" or "Parties"—*** As applicable, either Trust or City or both Trust and City.

2.7 ***"Property"*** **—** that certain parcel of real property owned by Trust and located in Marion County, Florida, also located within the jurisdictional boundaries of the City, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein.

2.8 ***"Project"*** **–** The development of the Property for up to 320 multi-family residential units or any other new use or uses authorized by this Agreement that does not exceed the PM peak hour trip equivalent of 180 single-family detached residential units.

2.9 ***"Reservation of Capacity" or "Reserved Capacity" or "Capacity Reservation"*** **—** The reservation of exterior traffic capacity (Trips) for the benefit of the Property pursuant to Section 7.

2.10 ***"Traffic Study"*** **—** The Traffic Impact Analysis prepared by Kimley-Horn and Associates, Inc., consulting traffic engineers, regarding the Property dated September 2021 and approved by the City on October 13, 2021, assessing the impact on public transportation facilities of the development of the Property for up to 320 multi-family units. The Traffic Study was developed pursuant to a methodology approved by the City, Marion County, and the Ocala/Marion County Transportation Planning Organization ("TPO"), and the Traffic Study has been reviewed, approved and accepted by City, County, and TPO. The contents of the Traffic Study are, by this reference, incorporated into this Agreement.

3. **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:

3.1 **Trust's Representations and Warranties.** Trust represents and warrants to City that:

3.1.1 Trust has taken all actions prerequisite necessary for the execution and delivery of this Agreement, and upon the full execution of this Agreement the obligations of Trust hereunder shall be valid and binding obligations of Trust. The individual executing this Agreement on behalf of Trust is a duly authorized representative of Trust, authorized to execute this Agreement in its capacity as trustee of the Trust as set forth below.

3.1.2 Trust is the record legal owner of the Property.

3.1.3 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 Trust.

3.2 **City Representations and Warranties.** City represents and warrants to Trust that:

3.2.1 The actions by City hereunder are consistent with the terms and provisions of the City's Comprehensive Plan.

3.2.2 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.

3.2.3 Upon the full execution of this Agreement, the obligations of City shall be valid and binding obligations of City.

3.2.4 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.

4. **Legal and Equitable Owners**. Trust is the legal owner of the Property. The equitable owners of the Property are Donna Machelle Albright, Robert Clayton Albright, Reagan M. Albright, and Ryan M. Albright.

5. **Development Standards**. The future land use designation of the Property is Low Intensity. The zoning of the Property is R-3. Development of the Property shall be consistent with the City Comprehensive Plan and, except as modified and/or limited herein, the R-3 zoning district and other applicable sections of the City Code.

5.1 Permitted Uses. Allowable uses on the Property include single-family residential and multi-family residential and related accessory uses, including, without limitation, recreation uses and facilities. As used herein, the term "single-family residential" includes single-family detached, two-family units and other single-family residential units allowed by City Code in the R-3 zoning district, but specifically does not include attached single-family units (other than two-family units). Attached single-family units (other than two-family units) may not be developed on the Property without an amendment to this Agreement and compliance with Section 122-357 of the City Code. As used herein, the term "multi-family residential" includes apartments and other multi-family residential uses allowed by City Code in the R-3 zoning district. Other uses allowed, either by right or by special exception, in the R-3 zoning district shall also be allowed on the Property, provided that (a) such use does not exceed the number of PM peak hour trips that would have been generated by 180 single-family residential dwelling units if such units were developed on the Property instead, and (b) no use that requires a special exception in the R-3 zoning district shall be developed on the Property without special exception approval from the City. Agriculture uses shall also be allowed to continue on the Property until such time as it is developed for a new use. Examples include routine maintenance of the pond (including dredging and vegetation removal), removal and burning of dead and dying trees and vegetation on the Property as authorized by the Florida Forest Service (including permit number #121440 SCT 22-TWP15- RNG22), commercial bee keeping and honey practices, rotation of planted crops, and harvesting and selling of merchantable timber.

5.2 Maximum Density. The density of the Property shall not exceed a maximum of 180 single-family residential dwelling units, or a maximum of 320 multi-family residential dwelling units, or any combination of single-family and multi-family residential dwelling units such that the traffic impact of such combination of single-family and multi-family residential units does not exceed the number of PM peak hour trips that would be generated by 180 single-family detached residential dwelling units.

5.3 Maximum Intensity. The maximum coverage of all non-residential buildings on the Property shall not exceed 35% of the total area of the Property. (Building

coverage shall be determined by the building footprint; not the aggregate of all floor space contained in multi-story buildings.)

5.4 **Building Height**. Buildings may be 1, 2, or 3 stories, and shall not exceed a maximum 50 feet in height.

5.5 **Architectural**. Multi-family development on the Property shall be subject to the City's architectural review requirements as set forth in Section 122-216(t) of the City Code and may be (but is not required to be) age-restricted and/or gated.

5.6 **Setbacks**. Setbacks shall be in accordance with the applicable provisions of the City Code, except that setbacks from the access road or drive aisle constructed within Tract A~~, as depicted on the Conceptual Development Plan~~ (defined below ~~("Tract A")~~), shall apply as though such access road or drive aisle is a public street, even if it is initially privately owned and maintained.

5.7 **Building Service Areas; Mechanical Equipment**. Delivery and loading operations, HVAC equipment, dumpsters, backflow preventers and other utility and service functions shall be substantially screened from view of SE 24th Street, SE 27th Terrace, and SE 26th Street and not located nearer than 25-feet of the property line except as may be otherwise approved by the City during the site plan review process. Where possible, such screening shall be incorporated into the overall design of the buildings and landscaping.

5.8 **Parking**. Parking shall be pursuant to Article VI of the City Code.

5.9 **Lighting**. Lighting assemblies along driveways shall be consistent in type and color and should generally not exceed 35 feet in height. Any lighting directly abutting neighboring properties other than SE 27th Terrace shall use pedestrian level lighting. Pedestrian level lighting should generally not exceed 20 feet in height. Light fixtures may allow for additional elements such as banners or hanging planters.

5.10 **Signage**. Signage shall be provided for the proposed uses and for pedestrian safety based on applicable portions of the City Code, Chapter 110, Article III, Division 2, provided that, where said Division indicates a "public right-of-way entrance," a private right-of-way entrance may be substituted in its place. External illumination shall be allowed. Except as may be otherwise approved by the City Growth Management Director or his/her designee, all signage shall be ground mounted signage with the base not to exceed 5-feet in height and an overall height not to exceed 20-feet.

5.11 **Buffers**. Buffers shall comply with Section 122-260 of the City Code, except that (a) a minimum 50'-wide landscape buffer shall apply along the west boundary of the Property that may consist of existing trees and additional plantings to supplement where needed, (b) a minimum 20'-wide landscape buffer shall apply along the south and east sides of the Property, and (c) buffering along the access

road or drive aisle constructed within Tract A shall be required as though such access road or drive aisle is a public street (even if it is initially privately owned and maintained).

5.12 Accent Materials. Accent features shall be provided to ensure aesthetically pleasing development, such as pavers, landscape islands with vertical plantings, accent building materials, or other architectural features.

5.13 Access; Reservation or Dedication of Land for Public Purposes.

5.13.1 Prior to issuance of the first certificate of occupancy for any new use on the Property, SE 24th Street must be reconstructed as a two-lane paved roadway with sidewalks and drainage, substantially in accordance with that certain cross-section plan attached hereto and incorporated herein as **Exhibit "B,"** from Maricamp Road (SR 464) to the intersection of SE 27th Terrace (the "Off-Site Road Improvements"). The City has assumed, or within ninety (90) days after the Effective Date will assume, ownership of (but not maintenance responsibility for) the existing SE 24th Street right-of-way, from Maricamp Road (SR 464) to SE 27th Terrace, from Marion County. The City agrees to assume maintenance responsibility for the Off-Site Road Improvements no later than upon completion of the Off-Site Road Improvements in accordance with this Agreement. Trust will construct, at no cost to the City, any deceleration lanes at the intersection of Maricamp Road (SR 464) and SE 24th Street that may be required by the Florida Department of Transportation in connection with its issuance of permits for construction of the Off-Site Road Improvements.

5.13.2 In addition to above, prior to issuance of the first certificate of occupancy for any new use on the Property, a minimum two-lane access road must be constructed along the north boundary of the Property that connects to existing SE 24th Street (the "On-Site Road Improvements"). The On-Site Road Improvements shall extend a minimum 350 feet into the Property from existing SE 24th Street in accordance with the alignment generally depicted on **Exhibit "C"** attached hereto and incorporated herein. ~~The parties acknowledge and agree that, as~~As depicted on Exhibit "C," the On-Site Road Improvements may be wholly contained within the Property and ~~no additional right-of-way (or easements or other property interests) shall be required for the~~ On-Site Road Improvements ~~from anywhere outside of the Property~~the Access Easement (defined below); provided, however, nothing herein is intended to constitute a representation regarding the legal sufficiency of the Access Easement to accommodate such improvements, it being understood that such matter is outside of the scope of this Agreement and the City shall bear no responsibility for same. Notwithstanding the

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foregoing, if sufficient additional right-of-way (including, if applicable, any required easements or other property interests) is then available (at no cost to Trust) from the owner of the adjacent parcel to the north, then the parties agree that the On-Site Road Improvements shall extend a minimum 350 feet into the Property from existing SE 24th Street in accordance with the alignment generally depicted on **Exhibit "D"** attached hereto and incorporated herein. For clarity, Exhibit "D" depicts the On-Site Road Improvements extending into portions of the Property and the adjacent parcel to the north by 350 feet. In either case, City shall not be responsible for obtaining any real property or interests therein vesting Trust with the right to construct On-Site Road Improvements.

5.13.3 The On-Site Road Improvements shall be constructed ~~substantially in accordance with the cross-section plan attached as **Exhibit "B"** or~~ in accordance with ~~other~~ City standards and specifications for access roads as may be approved by the City ~~at Trust's request~~ during the site plan or final engineering plan review process, provided the cross-section of the On-Site Road Improvements may (at Trust's option) be in substantial accordance with the cross-section plan attached as **Exhibit "B."** The On-Site Road Improvements shall remain privately owned and maintained except to the extent they are conveyed to and accepted by the City as public right-of-way in the City's sole discretion.

5.13.4 It is acknowledged that, after the Effective Date hereof, the City may, but shall not be required to, acquire additional right-of-way from (a) the owner of the adjacent property to the north, and (b) the owners who currently have a fee simple interest in SE 27th Terrace (subject to the Access Easement in favor of Trust and defined below), and combine such rights-of-way with the 33-foot-wide Tract A depicted on Exhibits "C" and "D" ("Tract A") to create a minimum 50'-wide public right-of-way through which SE 24th Street may be extended as a public road. Accordingly, Trust agrees to convey to the City by special warranty deed all or any portion of Tract A as may be requested by the City for public right-of-way purposes, within ninety (90) days after Trust's receipt of a written request therefor from the City. For clarity, Tract A shall remain privately owned and maintained except to the extent it is conveyed to and accepted by the City as public right-of-way in its sole discretion. In that such conveyance of Tract A and related costs are not required by City Code for development of the Project, the foregoing represents the maximum that Trust can contribute to the overall public interest without creating an unjust or inordinate burden on the Project.

5.13.5 In the event the City Code requires more than one means of ingress and egress for the proposed development of the Property, one of the required means of ingress and egress may be (but is not required to be) limited to use by emergency vehicles only ("Emergency Access"). Any such Emergency Access may be located ~~in the area shown for such Emergency Access~~at the easternmost of the two driveways depicted in Tract A on Exhibits "C" and "D" or at another location approved by the City.

5.13.6 Existing access to the Property is from SE 24th Street, which is public right-of-way. Approximately 8 feet of the fee simple interest of the Property is contiguous with SE 24th Street and another approximately 25 feet of the Property is contiguous with SE 24th Street by virtue of the Access Easement, all as depicted on Exhibits "C" and "D." The "Access Easement" means and refers to that certain easement for ingress and egress recorded at O.R. Book 173, Page 183, Public Records of Marion County, which easement benefits and runs with title to the Property and serves as a connection of the Property to SE 24th Street. Subject to Trust's compliance with all other conditions set forth in this Section 5.13, the City agrees ~~(a)~~ that ~~the existing access to the Property is adequate for the existing use and shall permit improvements to the existing use, and (b) that the~~Trust's construction of the Off-Site Road Improvements and the On-Site Road Improvements as contemplated by this Agreement shall provide sufficient access for any new use to be developed on the Property in accordance with this Agreement.

6. Traffic Facilities; Traffic Concurrency; Proportionate Share Payment

6.1 Traffic Study. The Traffic Study established that, upon the completion of development of the Property for up to 320 multi-family units (or an equivalent use based on PM peak hour trips), and as a result of the additional vehicular trips generated as a result of such development, the signalized intersection of Maricamp Road (SR 464) and SE 24th Street would not operate compliant with its specified level of service (the "Deficient Facility"). In order to satisfy transportation concurrency requirements, the following three (3) improvements to the Deficient Facility are required (collectively, the "Required Improvements"):

6.1.1 Signal timing adjustments to allow for additional green time for the eastbound left-turn movement;

6.1.2 Extension of the eastbound left-turn lane to allow for additional queue storage; and

6.1.3 Installation of a R10-30 "Right Turn on Red Must Yield to U-Turn" sign for the southbound right-turn movement from SE 24th Street to SR 464.

6.2 Proportionate Share Obligation. Pursuant to Section 163.3180(5), Florida Statutes, the Project's proportionate share percentage of the Required Improvements is 100%. It is further agreed by the Parties that the projected total cost of the Required Improvements is $37,500.00 resulting in a total proportionate share payment obligation for the Project of $37,500.00 (*i.e.*, 100% x $37,500.00) (the "Proportionate Share Payment"). The Proportionate Share Payment shall be paid to the City prior to the issuance of the first building permit for vertical construction of the Project.

6.3 Proportionate Share Payment Credits. City acknowledges that, pursuant to Section 163.3180(5)(h)2.e., Florida Statutes, Trust shall receive credits on a dollar-for-dollar basis for impact fees, mobility fees, or other transportation concurrency requirements paid or payable in the future with respect to the Project. Because the County is not a party to this Agreement, Trust shall make appropriate notification and application to County with respect to Trust's rights to such dollar-for-dollar credit (this same procedure would be applicable in the event the County attempts to adopt or impose any mobility or other transportation concurrency mitigation requirements that are payable with respect to the Project).

7. Capacity Reservations.

7.1 Reservation of Capacity. Trust has previously submitted to City a request for a certificate of capacity for the Project. Simultaneous with the execution of this Agreement, City will issue to Trust, for the benefit of the Property, a certificate of capacity in accordance with the normal procedures of City's CMS that reserves transportation capacity for the development of up to 320 multi-family dwelling units on the Property (or the equivalent thereof based on pm peak hour trips in the event the Property is developed for an allowed use other than multi-family residential). Such reservation of capacity shall have a term commencing on the Effective Date of this Agreement and ending on the date that is 30 years after the Effective Date of this Agreement. Any extensions of the reservation of capacity beyond such date shall require an amendment of this Agreement and subsequent review and approval of an updated Traffic Study.

7.2 Capacity Reservation Fees. In consideration of Trust's agreement to improve and dedicate right-of-way for SE 24th Street as contemplated in Section 5.13 and Trust's agreement to make the Proportionate Share Payment, City agrees that, in lieu of the schedule provided in Section 86-7(c)(2) of the City Code, Trust's obligation to pay capacity reservation fees (in the form of prepaid transportation impact fees) may be satisfied as follows:

7.2.1 One hundred percent (100%) of the transportation impact fee obligation for the Project shall be prepaid prior to issuance of the first building permit for vertical construction of the Project.

8. Development Permits Required.

8.1 Local Development Permits. The local development permits approved or needed to be approved for development of the Project in accordance with the provisions of this Agreement, and the status of each such permit or approval, are as follows:

PERMITS/APPROVALS	STATUS
City Rezoning Approval to R-3	Approved
• For New Single-Family Residential Only: City Preliminary Plat (aka, Conceptual Plan), Final Plat, and Improvement Plans Approval • For All Other New Development: City Site Plan Approval	To Be Obtained
City Building Permits	To Be Obtained
Off-Site Improvements Plan Approvals (for off-site transportation improvements to SE 24th Street)	To Be Obtained
Issuance of Certificate of Concurrency by City	Pending
Water Management District Environmental Resources (Stormwater) Permit	To Be Obtained
FDEP Permit — extension of City potable water system	To Be Obtained
FDEP Permit — extension of City sanitary sewer system	To Be Obtained
FDOT Permits, as may be applicable	To Be Obtained (if applicable)

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

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

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

9.1 Transportation Facilities. Details of traffic facilities servicing the Project are included in the Traffic Study and identified in Sections 5.13 and 6.1. The Traffic Study establishes that the impact on public transportation facilities by development of the Project for up to 320 multi-family units (or an equivalent number of pm peak hour trips) will result in one intersection providing a sub-standard level of service. The Trust's obligations with respect to the impacted

facility shall be satisfied by Trust's payment of the Proportionate Share Payment to the City.

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

9.3 **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.

9.4 **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 development of the Project.

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

9.5.1 Elementary School — South Ocala Elementary School

9.5.2 Middle School — Osceola Middle School

9.5.3 High School — Forest High School

9.6 **Recreational Facilities.** The Property is served by recreational facilities owned by the City, including Jervey Gantt Park, located within 1.2 miles of the Property.

9.7 **Health Systems and Facilities.** Both Ocala Regional Medical Center and AdventHealth Ocala operate general community hospitals which serve the Property, both located approximately 3.5 miles from the Property.

10. **Consistency**. Development of the Property as contemplated herein is consistent with the City Comprehensive Plan and Land Development Regulations.

11. **Local Laws and Policies**. To the extent permitted by law and in accordance with Section 163.3233, Florida Statutes, the City's laws and policies (including, without limitation, the City Comprehensive Plan and City Code) governing the development of the Property as of the Effective Date shall continue to govern the development of the Property for the duration of this Agreement and no law or policy or change in law or policy adopted by the City after the Effective Date shall apply to the Property, except as authorized in accordance with Section 163.3233(2), Florida Statutes, or except as specifically authorized in writing by Trust.

12. **General Provisions**.

12.1 **Notices.** With respect to any Notices required to be given under the terms of this Agreement, such Notices shall be deemed given and effective:

12.1.1 Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section; or

12.1.2 The date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express or UPS, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section:

AS TO THE CITY: City of Ocala, Florida
Attn: City Manager
110 SE Watula Avenue
Ocala, FL 34471
(352) 629-8401

With Copy To: City of Ocala Growth Management Department
Attn: Director of Growth Management
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471
(352) 629-8490

With Copy To: City of Ocala Engineering Department
Attn: City Engineer
1805 NE 30th Avenue, Bldg. 600
Ocala, FL 34470
(352) 351-6772

AS TO TRUST: Donna Machelle Albright Family Trust
Attn: Clay Albright
P.O. Box 3718
Ocala, FL 34478

With Copy To: Chris Roper, Esq.
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, FL 32801
(407) 423-4000

Any party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this Section.

12.2 **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among the Parties, 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.

12.3 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. Except as herein specifically provided no right, privileges of 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.

12.4 Default Provisions.

12.4.1 Except as otherwise provided in paragraph ~~13.4.5~~12.4.5, 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.

12.4.2 All 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.

12.4.3 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 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.

12.4.4 In the event of a material default by Trust with respect to obligations to City under this Agreement, and failure of Trust 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 regarding the Property until the default has been cured. The Parties agree that failure of Trust to timely pay any funds owed under the provisions of this Agreement shall constitute a

default with respect to the owner's obligations hereunder, and therefore would permit City to withhold permits for the Property.

12.4.5 If, after an annual review of the Property in accordance with Section 163.3235, Florida Statutes, the City Growth Management Director makes a preliminary finding that there has been an uncured default by Trust under this Agreement, the Agreement may be referred to the City Council who shall conduct two public hearings (and written notice shall be provided to Trust at least 7 days prior to each hearing) to determine whether, based on substantial competent evidence, Trust has complied in good faith with the terms and conditions of this Agreement. If the City Council determines, based on substantial competent evidence, that Trust has not complied in good faith with the terms and conditions of this Agreement, then the City Council may consider revoking or modifying this Agreement.

12.5 Estoppel Statements. 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:

12.5.1 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.

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

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

12.5.4 That 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.

12.5.5 That, as to the Property or any 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 Certificates of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

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 subject 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.

12.6 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.

12.7 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. There are no representations or warranties other than those set forth herein.

12.8 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.

12.9 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.

12.10 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.

12.11 Successors and Assigns.

12.11.1 Pursuant to the provisions of Section 163.3239, Florida Statutes, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, the Parties hereto and their respective successors and assigns. This Agreement shall run with title to the Property.

12.11.2 Upon written assignment of this Agreement to a successor owner of all of the Property (less any portions conveyed to the City or other governmental authority), Donna Machelle Albright, as Trustee of the Donna Machelle Albright Family Trust ~~Dated~~, dated July 2, 1999, as amended and restated on December 29, 2010, shall be relieved of all of its obligations under this Agreement.

12.12 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.

12.13 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.

12.14 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.

12.15 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

12.16 Effective Date. This Agreement shall become effective upon the occurrence of execution of this Agreement by all Parties, and the recordation of the Agreement in the Public Records of Marion County, Florida within fourteen (14) days after execution of this Agreement by all parties.

12.17 Duration. The term of this Agreement shall be for a period of thirty (30) years commencing on the Effective Date, unless it is extended by mutual consent of the Parties in accordance with Section 163.3229, Florida Statutes.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set forth below.

"Trust"

Signed, sealed and delivered in the presence of:

DONNA MACHELLE ALBRIGHT, as Trustee of the DONNA MACHELLE ALBRIGHT FAMILY TRUST ~~DATED JULY~~, dated July 2, 1999, as amended and restated on December 29, 2010

_____
Print Name:_____

_____
Print Name:_____

By: _____
Donna Machelle Albright, as Trustee

Date: _____,
~~2021~~2022

STATE OF FLORIDA

COUNTY OF _____

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, ~~2021~~2022, by ~~Donna Machelle Albright~~DONNA MACHELLE ALBRIGHT, as Trustee of the DONNA MACHELLE ALBRIGHT FAMILY TRUST ~~DATED JULY~~, dated July 2, 1999, as amended and restated on December 29, 2010, who [ ] is personally known to me OR [ ] has produced _____ as identification.

_____
Signature of Notary Public – State of Florida

Print Name_____
Commission Number_____
My Commission Expires_____

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58874811;10

"City"

CITY OF OCALA, FLORIDA, a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____, ~~2021~~2022

ATTEST

_____
Angel B. Jacobs, City Clerk

APPROVED AS TO FORM
AND LEGALITY:

_____
Robert W. Batsel, Jr., City Attorney

Exhibit "A"

(Legal Description of the Property)

Legal Description:

Parcel No. 1:

That part of the North 16 chains of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) lying North of the A.C.L. Railroad in Section 27, Township 15 South, Range 22 East, Marion County, Florida.
EXCEPT Southerly 50 feet and EXCEPT Easterly 50 Feet.

AND ALSO:

Easement for ingress and egress over the North 50 feet of the East 50 feet of Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4) of said Section 27, Marion County, Florida.

Parcel No. 2:

The South 8.00 feet of the SW 1/4 of the SW 1/4 of Section 22, Township 15 South, Range 22 East, Marion County, Florida.

Parcel Number:
29850-000-27

Exhibit "B"

(Cross Section Plan)

(see attached)

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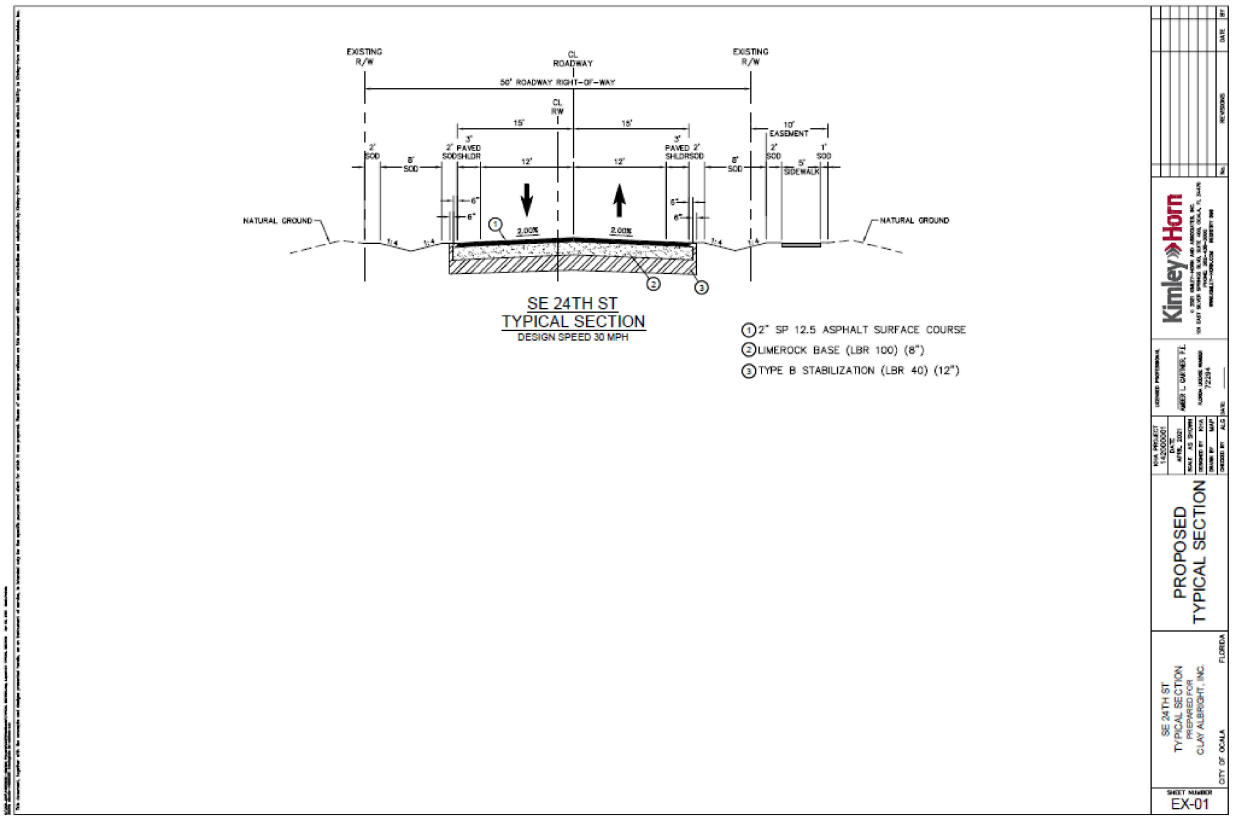
58874811;10



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58874811;10

Exhibit "C"

(On-Site Road Improvements –Within Trust Property)

(see attached)

~~58874811;6~~
58874811;10

Exhibit "D"

(On-Site Road Improvements –Within Trust Property and Adjacent Parcel to the North)

(see attached)

~~58874811;6~~
58874811;10

Document comparison by Workshare Compare on Friday, February 11, 2022 8:25:05 PM

Input:	
Document 1 ID	iManage://PDC-DMS/Active/58874811/6
Description	#58874811v6<Active> - Albright Concurrency Development Agreement
Document 2 ID	iManage://PDC-DMS/Active/58874811/10
Description	#58874811v10<Active> - Albright Concurrency Development Agreement
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	27
Moved from	2
Moved to	2
Style changes	0
Format changes	0
Total changes	67

Legislation Text

File #: ORD-2022-13, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola
Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt 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). This public hearing was postponed from the January 4, 2022 and February 1, 2022 City Council Meetings (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, .

PROOF OF PUBLICATION:
1/7/2022

BACKGROUND:

- This property is located on SE 24th Street. There is an existing single-family residential unit on the property.
- Ownership of SE 24th Street was recently transferred from Marion County to the City of Ocala. The City is not obligated to maintain the road until such time as the road is constructed to City standards.
- The surrounding properties are either existing residential uses or zoned to allow residential uses. There is a M-2, Medium Industrial property adjacent to the property. Fluid Routing Solutions currently operates on the premises.
- Policy Ordinance 5617 was recently amended from permitting a 180 single-family dwelling unit development to allow a 320 multi-family unit development or a mix of residential types such that traffic impacts do not exceed that of 180 single family units.
- The future land use classification on this property is Low Intensity.
- The property owner is processing a Chapter 163 concurrency development agreement to address traffic mitigation, access, buffers, permitted uses, height restrictions, lighting, signage and architectural requirements.

FINDINGS AND CONCLUSIONS:
The R-3 zoning district is consistent with the Low Intensity future land use classification and with the surrounding area. Staff recommend approval of the requested zoning designation.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance has been reviewed by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Approve
- Deny
- Table

ORDINANCE 2022-13

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING TO R-3, MULTI-FAMILY RESIDENTIAL, FOR CERTAIN PROPERTY LOCATED AT 2550 SE 24TH STREET, OCALA, FLORIDA (CASE NO. ZON21-44541); 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:

PARCEL NO. 1:

THAT PART OF THE NORTH 16 CHAINS OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) LYING NORTH OF THE A.C.L RAILROAD IN SECTION 27, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA. EXCEPT SOUTHERLY 50 FEET AND EXCEPT EASTERLY 50 FEET

AND ALSO

EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 50 FEET OF THE EAST 50 FEET OF NORTHWEST QUARTER (NW ¼) OF NORTHWEST QUARTER (NW ¼) OF SAID SECTION 27, MARION COUNTY, FLORIDA.

PARCEL NO. 2:

THE SOUTH 8.00 FEET OF THE SW ¼ OF THE SW ¼ OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE

22 EAST, MARION COUNTY, FLORIDA.

SUBJECT TO EASEMENTS RECORDED IN O.R. BOOK 722., PAGE 108 AND MODIFIED BY QUIT CLAIM DEED RECORDED IN O.R. BOOK 722, PAGE 108 AND MODIFIED BY QUIT CLAIM DEED RECORDED IN O.R. BOOK 3148, PAGE 1108, ALL IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

AKA: 29850-000-27

Section 2. The zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification 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: **CITY OF OCALA**

By:_____ By:_____ Ire Be

Angel B. Jacobs City Clerk

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2022.

Approved as to form and legality: By:_____ By: _____

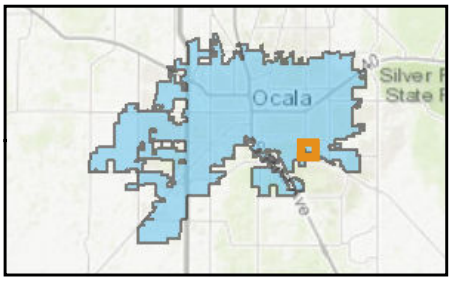
City Attorney Reuben Kent Guinn Mayor

Ordinance No: 2022-13
Introduced: 12/21/2021
Adopted:
Legal Ad No:

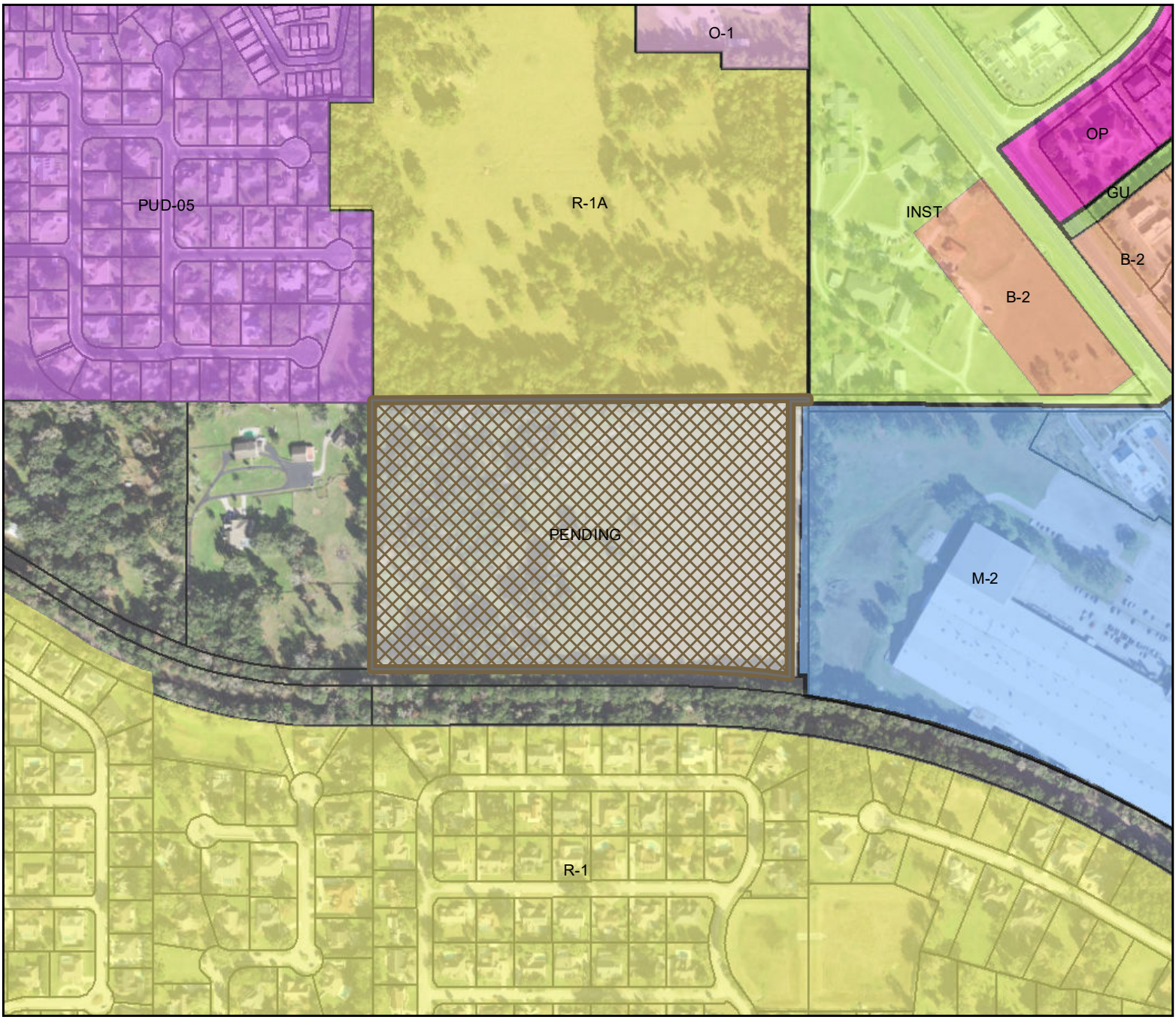
Case Map

P&Z Meeting November 8, 2021

Location Map



Case Number:	**ZON21-44541**
Parcel Numbers:	29850-000-27
Property Size:	Approximately 23.57 acres
Land Use Designation:	Low Intensity
Zoning:	Pending
Proposal:	Request to add 320 multi-family units to the concurrency



Legend

- Property
- Parcels

ZONING

- B-2:Community Business
- GU:Governmental Use
- INST:Institutional
- M-2:Medium Industrial
- O-1:Office
- OP:Office Park
- Ordinance Pending
- PUD-05:Planned Unit Development-5 Units
- R-1:Single Family Residential
- R-1A:Single Family Residential

0 360 720 Feet

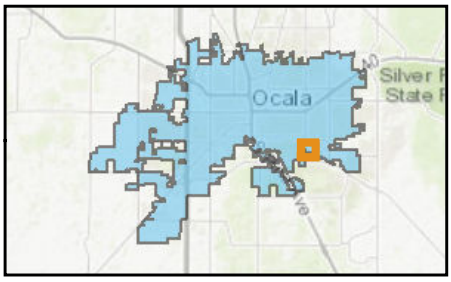
OCALA

Prepared by the City of Ocala Growth Management Department

Aerial Map

P&Z Meeting November 8, 2021

Location Map



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Land Use Designation:	Low Intensity
Zoning:	Pending
Proposal:	Request to add 320 multi-family units to the concurrency

0 360 720 Feet

OCALA

Prepared by the City o
Growth Management Depa

Petitioner: Robert C. Albright and Donna Machelle Albright

Property Owner: Robert C. Albright and Donna Machelle Albright

Agent: Chris Roper, Esq.

Project Planner: Aubrey Hale

Zoning Change Request: from: Pending
to: R-3, Multi-Family Residential

Parcel Information

Acres: 23.51 acres
Parcel(s)#: 29850-000-27
Location: 2550 SE 24th Street
Existing use: Single-family residential
Future Land Use: Low Intensity

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Low Intensity	R-1A	Undeveloped
East	Low Intensity	M-2	Manufacturing
South	Neighborhood	R-1	Single-Family Residential subdivision
West	Low Residential(County)	A-1(County)	Large plot residential

Background

- This property is located on SE 24th Street and has a single-family residential unit existing.
- SE 24th Street was recently transferred over to the City of Ocala however, the City shall not take maintenance and control of the road until such time that the road is constructed to City standards.
- The surrounding properties are either existing residential uses or zoned to allow residential uses. There is a M-2, Medium Industrial property adjacent to the property and currently Fluid Routing Solutions operates the premises.
- Policy Ordinance 5617 was recently amended from permitting only a 180 single-family dwelling unit development to include a comparable 320 multi-family unit development. The traffic generations from the 320-unit development is approximately equal to the number of trips generated for the 180 unit single-family dwelling unit development.
- The property owner is processing a Chapter 163 concurrency agreement to address traffic mitigation, access, buffers, permitted uses, and architectural requirements.
- Adjacent properties to the north and east are actively pursuing development opportunities. Properties to the north of the property in question are preparing plans for an approximate 380 unit multi-family development with the extension of SE 25th Avenue to provide access to the project. Further north a development is proposing a two-lot subdivision consisting of a convenience store and future office development. Properties east of the property in question propose a commercial subdivision fronting along SR 464. The Commercial subdivision has entered into an agreement with the applicants to jointly improve SE 24th Street. Upon completion of the improvements, the city shall accept the maintenance of the road.

Staff Recommendation:	**Approval of ZON21-44541**

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.

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.

The daily PM peak hour trip generation for the maximum allowed units for a multi-family development of 320 dwelling units is estimated to be **166 trips** for a low-rise apartment.

Road/Street Name	# of Lanes	Functional Class	Adopted LOS	Los Capacity	2021 ADTs	Existing LOS
SR 464 SE 25th Ave to SE 44th Ave	4	Principal Arterial	D	39,800	37,900	C

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: To maintain adequate fire protection services in the City, an impact fee will be required during the development review process.

Schools: This rezoning is anticipated to have an effect on schools, due to the proposed multi-family development.

Adequate capacity exists for this project from a district-wide perspective. The extent of the project's adverse impacts to already overcrowded schools is subject to specifics (e.g. age-restricted or all ages market rate, project timing, phasing, absorption rate and extent of build out).

	Elementary	Middle	High
Districtwide capacity	92.1%	82.8%	88.3%
Schools serving project	South Ocala	Osceola	Forest
Student generation (320 MF Units)	31	13	14

Zoning

Existing

Pending

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.[2]

[1] City of Ocala Comprehensive Plan, Stormwater Sub-Element, Policy 3.1.
[2] City of Ocala Land Development Code, Section 122-351, Intent and purpose.

5. Zoning

b. APPROVED ZON21-44541 a request to change zoning to R-3, Multi-Family Residential,
for property located at 2550 SE 24th Street, approximately 23.57 acres.

Petitioner: Donna Machelle Albright Family Trust

Planner: Aubrey Hale

Background

- This property is located on SE 24th Street and has a single-family residential unit existing.
- SE 24th Street was recently transferred over to the City of Ocala; however, the City shall not take maintenance and control of the road until such time that the road is constructed to City standards.
- The surrounding properties are either existing residential uses or zoned to allow residential uses. There is a M-2, Medium Industrial property adjacent to the property and currently Fluid Routing Solutions operates the premises.
- Policy Ordinance 5617 was recently amended from permitting only a 180 single-family dwelling unit development to include a comparable 320 multi-family unit development. The traffic generations from the 320-unit development is approximately equal to the number of trips generated for the 180-unit single-family dwelling unit development.
- The property owner is processing a Chapter 163 concurrency agreement to address traffic mitigation, access, buffers, permitted uses, and architectural requirements.
- Adjacent properties to the north and east are actively pursuing development opportunities. Properties to the north of the property in question are preparing plans for an approximate 380-unit multi-family development with the extension of SE 25th Avenue to provide access to the project. Further north a development is proposing a two-lot subdivision consisting of a convenience store and future office development. Properties east of the property in question propose a commercial subdivision fronting along SR 464. The Commercial subdivision has entered into an agreement with the applicants to jointly improve SE 24th Street. Upon completion of the improvements, the city shall accept the maintenance of the road.

Staff Recommendation:	**Approval of ZON21-44541**

Basis for Approval

The R-3 zoning district is consistent with the Low Intensity future land use classification and with the surrounding area.

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    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.

The daily PM peak hour trip generation for the maximum allowed units for a multi-family development of 320 dwelling units is estimated to be **166 trips** for a low-rise apartment.

Road/Street Name	# of Lanes	Functional Class	Adopted LOS	Los Capacity	2021 ADTs	Existing LOS
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Solid Waste: Service is available.

Fire Service: To maintain adequate fire protection services in the City, an impact fee will be required during the development review process.

Schools: This rezoning is anticipated to have an effect on schools, due to the proposed multi-family development.

Adequate capacity exists for this project from a district-wide perspective. The extent of the project's adverse impacts to already overcrowded schools is subject to specifics (e.g., age-restricted or all ages market rate, project timing, phasing, absorption rate and extent of build out).

	Elementary	**Middle**	**High**
Districtwide capacity	92.1%	82.8%	88.3%
Schools serving project	South Ocala	Osceola	Forest
Student generation (320 MF Units)	31	13	14

Existing

Pending

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.

Discussion:

Commissioner Gilchrist asked if the Board recalled denying a land use change that was denied for a property located to the north of this property. The Board responded this was the last parcel that was previously discussed. Mr. Hale explained that Policy 5617 was amended and recommended for approval. He said this is a future land use policy that has gone through the Planning & Zoning Commission before. Since the policy was amended it now allows for the R-3 classification.

A brief discussion ensued.

Commissioner Rus Adams asked what the maximum density would be for the R-3 zoning for this property. Mr. Hale responded that because it is low intensity land use right now it could go to 18 dwelling units per acre. However, because the policy is in place, the policy limits the amount of multi-family to 320 units. He also said that this project will not generate a greater traffic impact.

Commissioner Adams asked if the site plan will address buffering to adjoining properties. Mr. Hale responded that they are currently going through a concurrency agreement that will address architectural buffering, lighting, and other requirements. The site plan will go to two public hearings due to it being a Chapter 163 agreement.

Commissioner Gilchrist asked if this case would come back before the board once the zoning request was approved. Mr. Hale responded that it would not.

Petitioner Chris Roper, Ackerman Law Firm, 420 South Orange Avenue, Orlando, FL. Mr. Roper said that they are in support of the project and staff's recommendation for approval. He made a brief presentation and said he was available to answer questions.

Commissioner Lopez asked if the access road was going to be a single or a two-lane road. Mr. Roper answered it will be a two-lane road with sidewalks and drainage swells on the north side.

No public comment.

RESULT:	**APPROVED ZON21-44541**
MOVER:	Richard Kesselring
SECONDER:	Kris Clere
AYES:	Kesselring, Clere, Rudnianyn, Adams, Gilchrist, Lopez

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

File #: ORD-2022-20, **Version:** 1

Submitted By: Chris Watt

Presentation By: Doug Peebles

Department: Human Resources and Risk Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-20 to adjust the General Employees' Retirement System investment assumption rate

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable .

BACKGROUND:
The relevant reasons for reducing the investment assumption rate for the General Employees' Retirement System is the plan is currently cash-flow negative. The annual contribution requirement is around $9.5 million but payout is about $14 million in benefit payments each year. For this reason, the plan is becoming more sensitive to investment return performance and typically requires a more conservative approach for asset allocation. An asset allocation study provided to the Pension Board shows the closed plan cannot continue to expect a 7% investment return, long term, without increasing to an undesirable risk portfolio.

FINDINGS AND CONCLUSIONS:
It is the recommendation of City Staff and the General Employees' Retirement Board to lower the Investment Assumption Rate from 7% to 6.5% over 5 years, at 10 basis points each year starting October 1, 2021.

FISCAL IMPACT:
See attached schedule and impact statement.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
Was reviewed by Mr. Glen Thomas with Lewis Longman Walker, PA and City Attorney

ALTERNATIVE:

Not Approve and direct staff to change.

ORDINANCE 2022-20

AN ORDINANCE OF THE CITY OF OCALA, AMENDING THE CITY OF OCALA GENERAL EMPLOYEES' RETIREMENT SYSTEM, ADOPTED PURSUANT TO ORDINANCE NO. 5988, AS SUBSEQUENTLY AMENDED; IS HEREBY FURTHER AMENDED BY AMENDING SECTION 43-67, BENEFIT AMOUNTS AND ELIGIBILITY; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL AND THE CITY OF OCALA, FLORIDA;

Section 1: That the City of Ocala General Employees' Retirement System adopted pursuant to Ordinance No. 5988, as subsequently amended, is hereby further amended by amending Section 43-67, Benefit amounts and eligibility, to read as follows:

Sec. 43-67. Benefit amounts and eligibility

***

(8) *Assumptions and methods.*

a. The actuarially determined employer contributions used for the target total employer contribution percentage and for the preliminary and final total employer contribution percentage shall be developed using the following actuarial assumptions and methods.

b. Actuarial assumptions:

~~1.~~ ~~The~~ **Beginning with the actuarial valuation as of October 1, 2021, the** investment return (net of investment related expenses) assumption shall be **reduced from** seven **(7)** percent per annum compounded annually **to six and one-half (6.5) percent per annum compounded annually. To accomplish this reduction, the assumed rate will be reduced each fiscal year by ten (10) basis points until the six and one-half (6.5%) percent is reached. The schedule of changes will be as follows:**

i. For the actuarial valuation as of October 1, 2021, the assumed rate will be six and nine tenths (6.9) percent per annum compounded annually.

ii. For the actuarial valuation as of October 1, 2022, the assumed rate will be six and eight tenths (6.8) percent per annum compounded annually.

iii. **For the actuarial valuation as of October 1, 2023, the assumed rate will be six and seven tenths (6.7) percent per annum compounded annually.**

iv. For the actuarial valuation as of October 1, 2024, the assumed rate will be six and six tenths (6.6) percent per annum compounded annually.

v. For the actuarial valuation as of October 1, 2025, the assumed rate will be six and one-half (6.5) percent per annum compounded annually.

2. The price inflation assumption shall be 2.5 percent per annum compounded annually.

3. The mortality rate assumption for non-disabled members shall be the ~~RP2000 Combined Healthy Participant Mortality Tables, by gender, with generational projection by Scale AA~~ **mortality tables used in either of the two most recently published actuarial valuation reports of the Florida Retirement System, as set forth in Florida Statutes §112.63(1)(f), including any adjustments permitted therein.**

4. Except as provided in subparagraphs (8)b.1. through (8)b.3. above, the assumptions used in the October 1, 2013 actuarial valuation shall be the same as used in the October 1, 2012 actuarial valuation report accepted by the board. Thereafter, the assumptions used in the October 1, 2012 actuarial valuation report other than investment return, price inflation and mortality shall continue to apply until revised in accordance with recommendations of the pension board as approved by the city council. The pension board shall have an experience study prepared no less frequently than every five years, and based on the experience study may recommend changes in assumptions, which shall be implemented as approved by the city council. Upon approval of revised assumptions, this subsection shall be amended to reflect the revisions.

c. Actuarial methods:

1. The actuarial cost method shall be the traditional entry age cost method, as prescribed by GASB Statement Nos. 67 and 68.

2. The actuarial value of assets shall be based upon a five-year straight line recognition of the difference between expected earnings on the net market value of assets and actual earnings on the net market value of assets. The net market value of assets shall be the total fiduciary net position of the plan as defined by GASB Statement Nos. 67 and 68, excluding any reserves held which are not designated for currently adopted plan benefits valued as part of the plan liabilities. After adjusting the current market value of assets for this delayed

recognition, the resulting actuarial asset value shall neither exceed 120 percent, nor fall below 80 percent, of the net market value of assets. For the first four valuation dates commencing October 1, 2012 (for the revised contribution applicable to the year beginning October 1, 2013), the actuarial value of assets are determined assuming that this same five-year recognition method applies to the differences between the expected and actual investment returns for the years ending September 30, 2009 and later.

d. Amortization methods. The annual actuarial valuations prepared as of October 1, 2012 (for the revised contribution applicable to the year beginning October 1, 2013) and following shall utilize the same schedule of amortization bases and periods utilized in the October 1, 2012 actuarial valuation report dated February 22, 2013, but all amortized as level dollar amounts under the new interest rate assumption. The amortization base(s) created as of October 1, 2012 to accommodate the change in assumptions, change in asset valuation method and change in benefits are amortized over 20 years using level dollar amounts. For all actuarial valuation dates, commencing on October 1, 2013 and following, all changes in the entry age unfunded actuarial accrued liability resulting from asset and liability actuarial gains or losses, and from any associated benefit changes in accordance with subsection 43-67(6), shall be amortized over layered ten-year periods as level dollar amounts.

Section 2: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

Section 3: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Ocala.

Section 4: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

Section 5: That this Ordinance shall become effective upon adoption.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

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:	2022-20
Introduced:	Click or tap to enter a date.
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY OF OCALA, AMENDING THE CITY OF OCALA GENERAL EMPLOYEES' RETIREMENT SYSTEM, ADOPTED PURSUANT TO ORDINANCE NO. 5988, AS SUBSEQUENTLY AMENDED; IS HEREBY FURTHER AMENDED BY AMENDING SECTION 43-67, BENEFIT AMOUNTS AND ELIGBILITY; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL AND THE CITY OF OCALA, FLORIDA;

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a. The actuarially determined employer contributions used for the target total employer contribution percentage and for the preliminary and final total employer contribution percentage shall be developed using the following actuarial assumptions and methods.

b. *Actuarial assumptions:*

1. ~~The~~ **Beginning with the actuarial valuation as of October 1, 2021, the** investment return (net of investment related expenses) assumption shall be **reduced from** seven **(7)** percent per annum compounded annually **to six and one-half (6.5) percent per annum compounded annually. To accomplish this reduction, the assumed rate will be reduced each fiscal year by ten (10) basis points until the six and one-half (6.5%) percent is reached. The schedule of changes will be as follows:**

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2. The price inflation assumption shall be 2.5 percent per annum compounded annually.

3. The mortality rate assumption for non-disabled members shall be the ~~RP2000 Combined Healthy Participant Mortality Tables, by gender, with generational projection by Scale AA~~ **mortality tables used in either of the two most recently published actuarial valuation reports of the Florida Retirement System, as set forth in Florida Statutes §112.63(1)(f), including any adjustments permitted therein.**

4. Except as provided in subparagraphs (8)b.1. through (8)b.3. above, the assumptions used in the October 1, 2013 actuarial valuation shall be the same as used in the October 1, 2012 actuarial valuation report accepted by the board. Thereafter, the assumptions used in the October 1, 2012 actuarial valuation report other than investment return, price inflation and mortality shall continue to apply until revised in accordance with recommendations of the pension board as approved by the city council. The pension board shall have an experience study prepared no less frequently than every five years, and based on the experience study may recommend changes in assumptions, which shall be implemented as approved by the city council. Upon approval of revised assumptions, this subsection shall be amended to reflect the revisions.

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d. *Amortization methods.* The annual actuarial valuations prepared as of October 1, 2012 (for the revised contribution applicable to the year beginning October 1, 2013) and following shall utilize the same schedule of amortization bases and periods utilized in the October 1, 2012 actuarial valuation report dated February 22, 2013, but all amortized as level dollar amounts under the new interest rate assumption. The amortization base(s) created as of October 1, 2012 to accommodate the change in assumptions, change in asset valuation method and change in benefits are amortized over 20 years using level dollar amounts. For all actuarial valuation dates, commencing on October 1, 2013 and following, all changes in the entry age unfunded actuarial accrued liability resulting from asset and liability actuarial gains or losses, and from any associated benefit changes in accordance with subsection 43-67(6), shall be amortized over layered ten-year periods as level dollar amounts.

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Section 3: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Ocala.

Section 4: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

Section 5: That this Ordinance shall become effective upon adoption.

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:_____
Kent Guinn
Mayor

Approved as to form and legality:

By:_____
Robert Batsel, Jr.
City Attorney

October 8, 2021

VIA EMAIL

Board of Trustees
City of Ocala
General Employees' Pension Board

Re: City of Ocala General Employees' Pension Plan
Funding Impact Associated with Proposed Assumption Change

Dear Board:

As requested, we have performed a special actuarial analysis to determine the impact on the plan's funding requirements associated with an assumption change described below:

A reduction in the investment return assumption from 7.00% to either 6.90%, 6.80%, 6.70%, 6.60% or 6.50% per year, net of investment-related expenses.

The impact on the funding requirement, determined as of October 1, 2020 (as applicable to the fiscal year ending September 30, 2022) is shown below:

Investment Return Assumption	City Required Contribution [1]	Unfunded Actuarial Accrued Liability (UAAL)	Change in UAAL
Current 7.00%	$9,497,997	$62,234,604	
6.90%	$9,843,981	$64,846,006	$2,611,402
6.80%	$10,194,727	$67,506,938	$5,272,334
6.70%	$10,550,357	$70,218,625	$7,984,021
6.60%	$10,910,992	$72,982,327	$10,747,723
6.50%	$11,276,747	$75,799,337	$13,564,733

[1] The City's contribution amount is payable as a lump sum each October 1.

The change in UAAL associated with the assumption change was amortized over 10 years.

This analysis is based on the same data, assumptions, and methods as utilized in the October 1, 2020 actuarial valuation except as otherwise noted.

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All sections of this report, as well as the October 1, 2020 valuation report, are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. While we have identified a few key risks, providing numerical analysis of such risks is outside the scope of this study. For additional key risks please see the Discussion of Risk section of the October 1, 2020 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

If you have any questions, please let me know.

Sincerely,

Douglas H. Lozen, EA, MAAA
Enrolled Actuary #20-7778

August 31, 2021

VIA EMAIL

Board of Trustees
City of Ocala
General Employees' Pension Board

Re: City of Ocala General Employees' Pension Plan
Funding Impact Associated with Proposed Assumption Change

Dear Board:

As requested at the August 9, 2021 Board Meeting, we are writing to advise that the funding impact of lowering the investment return assumption by 25 basis points over each of the next two valuations, i.e. reducing from 7.00% to 6.75% with the October 1, 2021 valuation, followed by a reduction from 6.75% to 6.50% with the October 1, 2022 valuation, will be offset by corresponding reductions in two amortization components of the Unfunded Actuarial Accrued Liability.

As disclosed in our July 7, 2021 analysis, the annual funding impact of a reduction in the investment return assumption from 7.00% to 6.75% is $873,928, while a reduction from 6.75% to 6.50% results in an additional annual funding increase of $904,822. As provided on page 13 of the October 1, 2020 valuation, the actuarial losses from 2011 and 2012 will be fully amortized over the next two valuations. The corresponding funding reduction as these components expire is approximately $831,090 and $1,288,314, respectively.

It is important to note that the risk of funding volatility associated with investment performance that deviates from the assumption is magnified given that 88% of plan liabilities are currently attributable to retiree benefits. As discussed during the August meeting, a two-year phase in from 7.00% to 6.50% can be accomplished without impacting the City's current funding obligation given expiration of two UAAL components described above.

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All sections of this report, as well as the October 1, 2020 valuation report, are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be

carefully considered. While we have identified a few key risks, providing numerical analysis of such risks is outside the scope of this study. For additional key risks please see the Discussion of Risk section of the October 1, 2020 actuarial valuation report.

If you have any questions, please let me know.

Sincerely,

Douglas H. Lozen, EA, MAAA
Enrolled Actuary #20-7778

Enclosures
Cc via email with enclosures: Bonni Jensen

February 8, 2022

VIA E-MAIL

Ms. Alicia Gaither
City of Ocala
General Employees' Retirement System
110 SE Watula Ave.
Ocala, FL 34471

Re: City of Ocala
General Employees' Retirement System

Dear Alicia:

In response to your January 5, 2022 email, we have reviewed the proposed Ordinance (identified on the left bottom of each page as {00203045.DOCX;1}) amending the City of Ocala General Employees' Retirement System. The following amendments to the pension plan are proposed:

- Section 43-67, Benefit amount and eligibility, is being amended to subsection (8) b. 1., which reduces the investment return assumption (net of investment related expense) by 10 basis points each year. Beginning with 6.9% assumed rate in conjunction with 10/1/2021 actuarial valuation until the 6.5% assumed rate is reached as of 10/1/2025 actuarial valuation.

- Section 43-67, Benefit amount and eligibility, is being amended to subsection (8) b. 3., which changes the mortality rate assumption for non-disabled members to be mortality tables used in either of the two most recently published actuarial valuation reports of the Florida Retirement System.

Since our 10/1/2020 actuarial valuation already reflected the mortality rates outlined in the Milliman's July 1, 2019 FRS valuation report for non-specific-risk employees, with appropriate adjustments made based plan demographics, therefore, the proposed change in mortality rate assumption does not result in a change in the valuation results.

The cost impact, determined as of October 1, 2020, applicable for the plan/fiscal year ending September 30, 2022, due to lowering the investment return assumption can be found in the attached special actuarial analysis dated October 8, 2021.

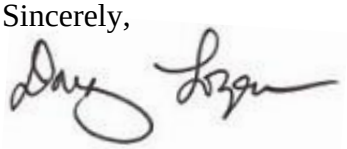
Since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to the following office:

Mr. Keith Brinkman
Division of Retirement
Bureau of Local Retirement Systems
P. O. Box 9000
Tallahassee, FL 32315-9000

The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Enclosure

October 8, 2021

VIA EMAIL

Board of Trustees
City of Ocala
General Employees' Pension Board

Re: City of Ocala General Employees' Pension Plan
Funding Impact Associated with Proposed Assumption Change

Dear Board:

As requested, we have performed a special actuarial analysis to determine the impact on the plan's funding requirements associated with an assumption change described below:

> A reduction in the investment return assumption from 7.00% to either 6.90%, 6.80%, 6.70%, 6.60% or 6.50% per year, net of investment-related expenses.

The impact on the funding requirement, determined as of October 1, 2020 (as applicable to the fiscal year ending September 30, 2022) is shown below:

Investment Return Assumption	City Required Contribution [1]	Unfunded Actuarial Accrued Liability (UAAL)	Change in UAAL
Current 7.00%	$9,497,997	$62,234,604	
6.90%	$9,843,981	$64,846,006	$2,611,402
6.80%	$10,194,727	$67,506,938	$5,272,334
6.70%	$10,550,357	$70,218,625	$7,984,021
6.60%	$10,910,992	$72,982,327	$10,747,723
6.50%	$11,276,747	$75,799,337	$13,564,733

[1] The City's contribution amount is payable as a lump sum each October 1.

The change in UAAL associated with the assumption change was amortized over 10 years.

This analysis is based on the same data, assumptions, and methods as utilized in the October 1, 2020 actuarial valuation except as otherwise noted.

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All sections of this report, as well as the October 1, 2020 valuation report, are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. While we have identified a few key risks, providing numerical analysis of such risks is outside the scope of this study. For additional key risks please see the Discussion of Risk section of the October 1, 2020 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

If you have any questions, please let me know.

Sincerely,

Douglas H. Lozen, EA, MAAA
Enrolled Actuary #20-7778

File #: ORD-2022-21, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-21 for a zoning change from B-4, General Business, to M-1, Light Industrial, for approximately 7.72 acres of property located at 2905 and 2957 N Pine Avenue (Case ZON21-44608) (Quasi-Judicial).

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub.

PROOF OF PUBLICATION:
2/11/22

BACKGROUND:

- Petitioner: Ultra RE Holdings, LLC
- Property Owner: Ultra RE Holdings, LLC
- Agent: Fred Roberts
- The property is planned to be sold to an entity (Ag-Pro) who requires M-1 zoning to develop a construction/farm equipment sales establishment, which will also require a Special Exception through the Board of Adjustment.
- The property is near service and retail uses that complement those allowed in the M-1 zoning district.
- The property is appropriate for large scale commercial or light industrial uses, having frontage on Pine Avenue/US 441.
- The above-stated factors make the site a viable location for development allowable in the M-1 zoning district.
- The future land use classification on this property is Low Intensity.
- The Ocala Planning and Zoning Commission recommended approval at its meeting on January 11, 2022 with a 7 to 0 vote.

FINDINGS AND CONCLUSIONS:
The M-1 zoning district is consistent with the Low Intensity future land use classification and compatible with the surrounding area. Staff recommend approval of the requested zoning designation.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Approve
- Approve with changes
- Deny
- Table

ORDINANCE 2022-21

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM B-4, GENERAL BUSINESS, TO M-1, LIGHT INDUSTRIAL, FOR CERTAIN PROPERTY LOCATED AT 2905 & 2957 N. PINE AVENUE, OCALA, FLORIDA (CASE NO. ZON21-44608); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, 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 M-1, Light Industrial:

PARCEL 1:
THE FOLLOWING DESCRIBED LAND SITUATE, LYING AND BEING IN THE COUNTY OF MARION, STATE OF FLORIDA, TO WIT:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 22 EAST; THENCE SOUTH 89 DEG. 32'13" WEST ALONG THE SOUTH BOUNDARY OF THE NE 1/4 OF SAID SECTION 6 A DISTANCE OF 1331.11 FEET
TO THE SE CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 6; THENCE NORTH 00 DEG. 05' 07" EAST ALONG THE EAST BOUNDARY OF THE SW 1/4 OF THE NE 1/4 A DISTANCE OF 423.35 FEET;

THENCE SOUTH 89 DEG. 50' 56" WEST
A DISTANCE OF 784.51 FEET; THENCE NORTH 00 DEG. 09' 04" WEST A DISTANCE OF 528.13 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEG. 50' 56" WEST A DISTANCE OF 779.37 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441-301 (S.R. NO. 25-A); THENCE SOUTH 15 DEG. 36'19" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 145.25 FEET; THENCE NORTH 89 DEG. 50' 56" EAST 490.54 FEET TO THE
CENTERLINE OF THE NORTH WALL OF A CONCRETE BLOCK BUILDING AT THE FACE OF THE WEST WALL OF SAID BUILDING; THENCE NORTH 89 DEG. 46' 01" EAST ALONG THE CENTERLINE OF AFOREMENTIONED NORTH WALL AND BEYOND FOR A DISTANCE OF 250.14 FEET; THENCE NORTH 00 DEG. 09' 04" WEST 139.64 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
COMMENCE AT THE EAST 1/4 CORNER OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 22 EAST; THENCE SOUTH 89 DEGREES 32 MINUTES 13 SECONDS WEST ALONG THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION
6 A DISTANCE OF 1331.11 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6; THENCE NORTH 00 DEGREES 05 MINUTES 07 SECONDS EAST ALONG THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, A DISTANCE OF 423.35 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 56 SECONDS WEST A DISTANCE OF 784.51 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 04 SECONDS WEST A DISTANCE OF 60.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 50 MINUTES 56 SECONDS WEST A DISTANCE OF 650.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 441-301 (S. R. NO. 25-A); THENCE NORTH 15 DEGREES 36 MINUTES 19 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 341.66 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 56 SECONDS EAST A DISTANCE OF 490.54 FEET TO THE CENTERLINE OF NORTH WALL OF A CONCRETE BLOCK BUILDING AT THE FACE OF THE WEST WALL OF SAID BUILDING; THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS EAST ALONG THE CENTERLINE OF AFOREMENTIONED NORTH WALL AND BEYOND FOR A DISTANCE OF 250.14 FEET; THENCE SOUTH 00 DEGREES 09
MINUTES 04 SECONDS EAST 328.49 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT EXISTING ROAD RIGHT OF WAY.

(aka: PARCEL NO: 25226-001-00; 25226-001-01)

Section 2. The zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from B-4, General Business, to M-1, Light Industrial, 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 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:

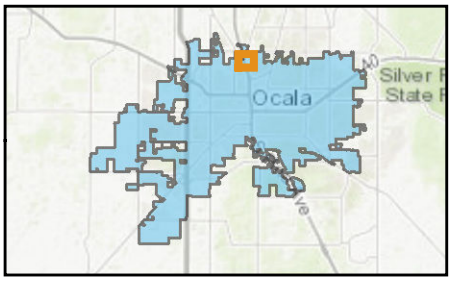
By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No:	2022-21
Introduced:	2/1/2022
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

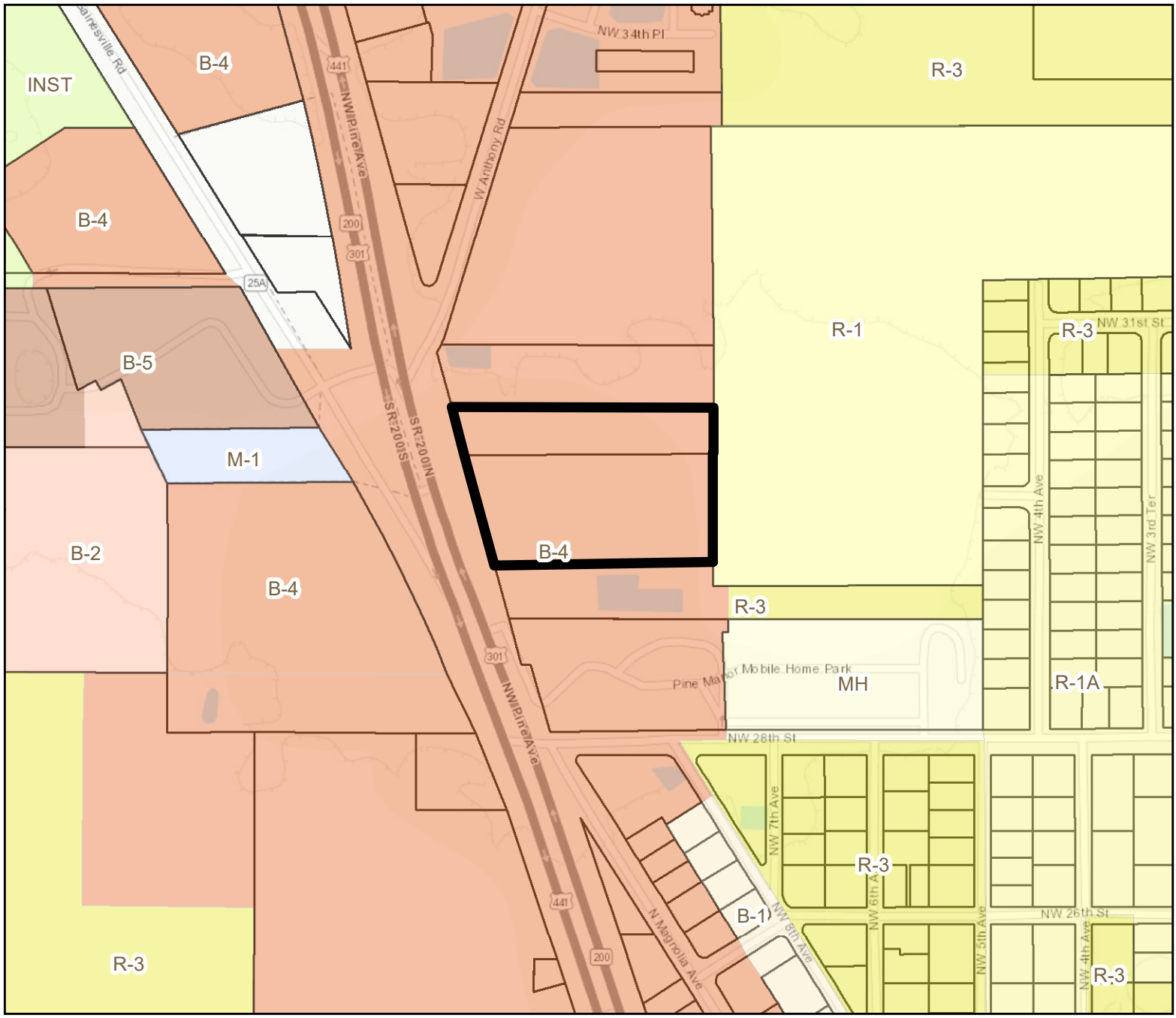
Case Map

P&Z Meeting January 10, 2022

Location Map



Case Number:	**ZON21-44608**
Parcel Number:	25226-001-00; 25226-001-01
Property Size:	Approximately 7.72 acres
Land Use Designation:	Low Intensity
Zoning:	B-4, General Business
Proposal:	Rezone to M-1, Light Industrial



Legend

- ZON21-44608
- B-1:Neighborhood Business
- B-2:Community Business
- B-4:General Business
- B-5:Wholesale Business
- INST:Institutional
- M-1:Light Industrial
- MH:Mobile Home Park
- R-1:Single Family Residential
- R-1A:Single Family Residential
- R-3:Multi-Family Residential
- Parcels

0 350 700 Feet

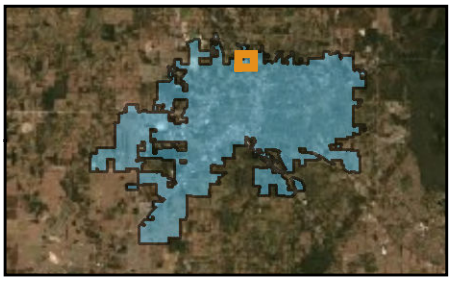
OCALA

Prepared by the City of Ocala Growth Management Department

Aerial Map

P&Z Meeting January 10, 2022

Location Map



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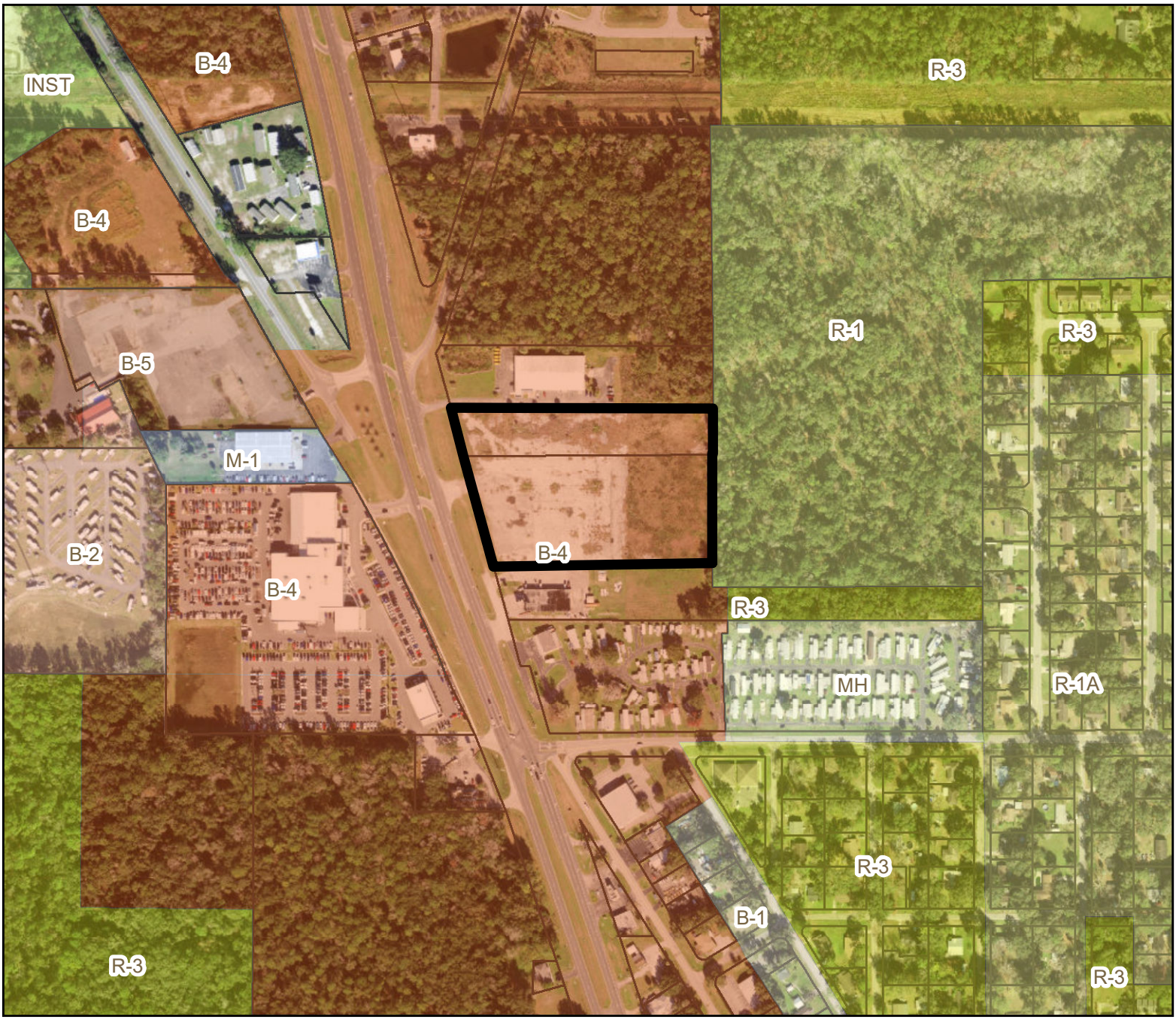

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- Parcels

0 350 700 Feet

OCALA

Prepared by the City of Ocala Growth Management Department

Legislation Text

File #: 2022-0234, **Version:** 1

Submitted By: John King

Presentation By: John King

Department: Fleet

STAFF RECOMMENDATION (Motion Ready):
Approve three-year contract with Ford of Ocala and Advance Auto Parts to supply consignment auto parts for an estimated expenditure of $500,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Released to the public on: 8/31/21

BACKGROUND:
In 2016, Fleet Management transitioned its automotive parts and inventory operation to a vendor-managed inventory consignment process to assist in maintaining and repairing the City's vehicles and equipment. Established consignment level agreements with local automotive parts suppliers will place inventory-specific parts in the Fleet's parts room. Vendor management inventory has significantly reduced the costs of parts acquisition, eliminated obsolete parts, and increased fill rates.

The performance advantages of a vendor-managed inventory consignment process will increase efficiency and will result in annual cost savings of approximately $165,000.

FINDINGS AND CONCLUSIONS:
On August 31, 2021, an Invitation to Bid (ITB) FLT/210774 was issued for Auto Parts Consignment Inventory Services. The City received four (4) competitive bids of which TT of Ocala, Inc. d/b/a Gary Yeomans Ford Lincoln of Ocala (Ford of Ocala) and Advance Stores Company, Inc. (Advance Auto Parts) were the lowest responsive bidders, providing parts equivalent to or better than the original equipment manufacturers' standards at the best prices (see Bid Tabulation).

Bidder Name	Office Location	Total Bid Amount (3-year term)
Ford of Ocala (Gary Yeomans Ford Lincoln of Ocala)	**Ocala, FL**	**$ 107,975.05**
Advance Stores Company, Inc. (Advance Auto Parts)	**Ocala, FL**	**$ 361,810.44**
Split Award Total		**$ 469,785.49**
Parts Professionals, Inc (NAPA)	Ocala, FL	$ 505,319.04
TPH Acquistion, LLP (The Parts House)	Ocala, FL	$ 509,049.57

FISCAL IMPACT:
Funding for this contract has been budgeted in Fleet's Operating Supplies account (001-025-523-519-51-52010). The estimated expenditure for this contract is $500,000.

PROCUREMENT REVIEW:
These agreements have been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
The contracts have been reviewed for form and legality by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Deny, Amend, Table

SUPPORT MATERIALS:
N/A

BID TABULATION - NOTICE OF INTENT TO AWARD

CONTRACT# FLT/210774

Auto Parts Consignment Inventory

#	PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	EST QTY	Ford of Ocala (Gary Yeomans Ford Lincoln of Ocala), Ocala, FL		Advance Stores Company, Inc. (Advance Auto Parts), Ocala, FL		Parts Professionals, Inc. (NAPA), Ocala, FL		TPH Acquisition, LLLP (The Parts House), Ocala, FL	
						MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST
1	UCB10	BUSS	10A UNIV CIRCUIT BRKR	EA	24	$ -	$ -	$ 6.03	$ 144.72	$ 4.36	$ 104.64	$ 3.23	$ 77.52
2	44530	GROTE	2 TERMINAL 12-LAMP FLASHER	EA	18	$ -	$ -	$ 10.19	$ 183.42	$ 21.65	$ 389.70	$ 10.47	$ 188.46
3	40153-3	GROTE	3 1/2 YELLOW CENTER	EA	24	$ -	$ -	$ 1.69	$ 40.56	$ 1.47	$ 35.28	$ 1.00	$ 24.00
4	12014-5	GROTE	3 3/4 STICK ON MIRROR	EA	24	$ -	$ -	$ 1.69	$ 40.56	$ 1.79	$ 42.96	$ 1.54	$ 36.96
5	67050	GROTE	6 LONG	EA	18	$ -	$ -	$ 1.52	$ 27.36	$ 3.65	$ 65.70	$ 1.38	$ 24.84
6	1607137656	AMALIE	75-140 GEAR OIL QT	EA	48	$ -	$ -	$ 13.79	$ 661.92	$ 9.99	$ 479.52	$ 9.89	$ 474.72
7	SUS217	AMALIE	75-90 GEAR OIL	EA	60	$ -	$ -	$ 12.87	$ 772.20	$ 6.99	$ 419.40	$ 11.99	$ 719.40
8	8369312656	AMALIE	80-90 GEAR OIL QT	EA	48	$ -	$ -	$ 6.89	$ 330.72	$ 3.49	$ 167.52	$ 3.99	$ 191.52
9	10101	AC DELCO	AC DELCO ANTI FREEZE	EA	120	$ -	$ -	$ 18.82	$ 2,258.40	$ 8.99	$ 1,078.80	$ 12.04	$ 1,444.80
10	BA5374	BALDWIN	AIR DRYER	EA	24	$ -	$ -	$ 30.44	$ 730.56	$ 29.88	$ 717.12	$ 26.22	$ 629.28
11	RS2863	BALDWIN	AIR FILTER	EA	18	$ -	$ -	$ 22.39	$ 403.02	$ 21.02	$ 378.36	$ 17.78	$ 320.04
12	PA4461	BALDWIN	AIR FILTER	EA	36	$ -	$ -	$ 4.72	$ 169.92	$ 4.99	$ 179.64	$ 4.76	$ 171.36
13	PA4338	BALDWIN	AIR FILTER	EA	42	$ -	$ -	$ 6.92	$ 290.64	$ 5.83	$ 244.86	$ 7.51	$ 315.42
14	PA4323	BALDWIN	AIR FILTER	EA	18	$ -	$ -	$ 8.04	$ 144.72	$ 9.99	$ 179.82	$ 8.28	$ 149.04
15	PA4321	BALDWIN	AIR FILTER	EA	60	$ -	$ -	$ 6.29	$ 377.40	$ 7.49	$ 449.40	$ 5.60	$ 336.00
16	PA4169	BALDWIN	AIR FILTER	EA	18	$ -	$ -	$ 3.98	$ 71.64	$ 7.49	$ 134.82	$ 6.59	$ 118.62
17	PA4163	BALDWIN	AIR FILTER	EA	18	$ -	$ -	$ 5.94	$ 106.92	$ 7.49	$ 134.82	$ 5.38	$ 96.84
18	PA4154	BALDWIN	AIR FILTER	EA	24	$ -	$ -	$ 5.42	$ 130.08	$ 7.49	$ 179.76	$ 6.17	$ 148.08
19	PA4147	BALDWIN	AIR FILTER	EA	24	$ -	$ -	$ 5.94	$ 142.56	$ 7.49	$ 179.76	$ 5.69	$ 136.56
20	PA4102	BALDWIN	AIR FILTER	EA	24	$ -	$ -	$ 6.64	$ 159.36	$ 7.49	$ 179.76	$ 6.34	$ 152.16
21	PA4075	BALDWIN	AIR FILTER	EA	24	$ -	$ -	$ 9.44	$ 226.56	$ 9.99	$ 239.76	$ 8.39	$ 201.36
22	FA1902	BALDWIN	AIR FILTER	EA	18	$ 23.82	$ 403.03	$ 10.74	$ 193.32	$ 15.84	$ 285.12	$ 23.82	$ 428.76
23	FA1884	BALDWIN	AIR FILTER	EA	24	$ 12.07	$ 272.30	$ 6.29	$ 150.96	$ 7.49	$ 179.76	$ 12.07	$ 289.68
24	FA1778	MOTORCRAFT	AIR FILTER	EA	18	$ 47.50	$ 803.70	$ 22.35	$ 402.30	$ 36.72	$ 660.96	$ 30.68	$ 552.24
25	A917C	BALDWIN	AIR FILTER	EA	18	$ 7.98	$ 155.13	$ 5.17	$ 93.06	$ 7.49	$ 134.82	$ 11.58	$ 208.44
26	A3181C	BALDWIN	AIR FILTER	EA	36	$ 14.00	$ 544.32	$ 8.04	$ 289.44	$ 10.83	$ 389.88	$ 19.10	$ 687.60
27	A2962C	BALDWIN	AIR FILTER	EA	18	$ 8.71	$ 169.32	$ 6.99	$ 125.82	$ 7.49	$ 134.82	$ 14.30	$ 257.40
28	A2014C	BALDWIN	AIR FILTER	EA	18	$ 10.98	$ 213.45	$ 8.74	$ 157.32	$ 10.83	$ 194.94	$ 18.39	$ 331.02
29	A1618C	BALDWIN	AIR FILTER	EA	18	$ 14.00	$ 272.16	$ 9.44	$ 169.92	$ 10.80	$ 194.40	$ 17.84	$ 321.12
30	A1300C	BALDWIN	AIR FILTER	EA	18	$ -	$ -	$ 9.44	$ 169.92	$ 11.66	$ 209.88	$ 17.09	$ 307.62
31	A1163C	BALDWIN	AIR FILTER	EA	18	$ -	$ -	$ 7.69	$ 138.42	$ 6.66	$ 119.88	$ 12.24	$ 220.32
32	VCG13	MOTORCRAFT	ANTIFREEZE	EA	96	$ 12.95	$ 1,243.20	$ 20.89	$ 2,005.44	$ 12.99	$ 1,247.04	$ 12.95	$ 1,243.20
33	002721LLAC01	TOYOTA	ANTIFREEZE	EA	30	$ -	$ -	$ 26.59	$ 797.70	$ 8.99	$ 269.70	$ 17.36	$ 520.80
34	E2435	HALDEX	AXLE FLANGE GASKETS	EA	18	$ -	$ -	$ 0.96	$ 17.28	$ 2.36	$ 42.48	$ 1.21	$ 21.78
35	E2431	HALDEX	AXLE FLANGE GASKETS	EA	78	$ -	$ -	$ 1.11	$ 86.58	$ 2.36	$ 184.08	$ 1.26	$ 98.28
36	370003A	NATIONAL	AXLE SEAL	EA	24	$ -	$ -	$ 32.24	$ 773.76	$ 45.86	$ 1,100.64	$ 30.71	$ 737.04
37	BF63000	BALDWIN	BALDWIN FILTER	EA	30	$ -	$ -	$ 21.69	$ 650.70	$ 23.18	$ 695.40	$ 17.33	$ 519.90
38	K80027	MOOG	BALL JOINT	EA	24	$ -	$ -	$ 30.70	$ 736.80	$ 17.81	$ 427.44	$ 27.80	$ 667.20
39	94RPG	AC DELCO	BATTERY	EA	18	$ -	$ -	$ 116.57	$ 2,098.26	$ 100.51	$ 1,809.18	$ 126.25	$ 2,272.50
40	78VPG	AC DELCO	BATTERY	EA	18	$ -	$ -	$ 116.57	$ 2,098.26	$ 80.26	$ 1,444.68	$ 100.00	$ 1,800.00
41	65PG	AC DELCO	BATTERY	EA	24	$ -	$ -	$ 116.57	$ 2,797.68	$ 90.20	$ 2,164.80	$ 102.50	$ 2,460.00
42	48PG	AC DELCO	BATTERY	EA	36	$ -	$ -	$ 116.57	$ 4,196.52	$ 90.86	$ 3,270.96	$ 113.75	$ 4,095.00
43	31-901CT	AC DELCO	BATTERY	EA	36	$ -	$ -	$ 82.40	$ 2,966.40	$ 100.85	$ 3,630.60	$ 107.36	$ 3,864.96
44	31-900CT	AC DELCO	BATTERY	EA	78	$ -	$ -	$ 82.40	$ 6,427.20	$ 100.85	$ 7,866.30	$ 107.36	$ 8,374.08
45	82180	PERMATEX	BLACK ULTRA SILICONE	EA	48	$ -	$ -	$ 7.81	$ 374.88	$ 7.75	$ 372.00	$ 4.89	$ 234.72
46	WW2600	MOTORCRAFT	BLADE ASY WIP	EA	42	$ 11.36	$ 448.49	$ 13.39	$ 562.38	$ 5.99	$ 251.58	$ 11.36	$ 477.12
47	WW2501	MOTORCRAFT	BLADE ASY WIP	EA	42	$ 11.36	$ 448.49	$ 13.39	$ 562.38	$ 5.99	$ 251.58	$ 11.36	$ 477.12
48	WW2206	MOTORCRAFT	BLADE ASY WIP	EA	24	$ 11.36	$ 256.28	$ 13.39	$ 321.36	$ 5.99	$ 143.76	$ 11.36	$ 272.64
49	WW2043	MOTORCRAFT	BLADE ASY WIP	EA	18	$ 11.36	$ 192.21	$ 13.39	$ 241.02	$ 5.99	$ 107.82	$ 11.36	$ 204.48
50	GC3030LCW	HALDEX	BRAKE CHAMBER-GOLD SEAL-3030	EA	24	$ -	$ -	$ 89.59	$ 2,150.16	$ 41.61	$ 998.64	$ 94.55	$ 2,269.20
51	9641	MOPAR	BRAKE CLEAN	EA	180	$ -	$ -	$ 2.61	$ 469.80	$ 1.99	$ 358.20	$ 2.29	$ 412.20
52	3786X	GUNITE	BRAKE DRUM	EA	24	$ -	$ -	$ 228.20	$ 5,476.80	$ 393.78	$ 9,450.72	$ 298.14	$ 7,155.36
53	3576X	GUNTIE	BRAKE DRUM	EA	24	$ -	$ -	$ 140.75	$ 3,378.00	$ 209.90	$ 5,037.60	$ 195.09	$ 4,682.16
54	66864B20	GUNITE	BRAKE DRUM 3600AX	EA	30	$ -	$ -	$ 79.99	$ 2,399.70	$ 113.02	$ 3,390.60	$ 142.15	$ 4,264.50
55	3380	PARTS PLS	BRAKE FLUID 12 OZ	EA	36	$ -	$ -	$ 3.67	$ 132.12	$ 4.08	$ 146.88	$ 2.29	$ 82.44
56	3381	PARTS PLUS	BRAKE FLUID 32 OZ	EA	42	$ -	$ -	$ 5.97	$ 250.74	$ 7.12	$ 299.04	$ 5.79	$ 243.18
57	BRF1475	MOTORCRAFT	BRAKE PAD SET	EA	24	$ 60.50	$ 1,364.88	$ 37.69	$ 904.56	$ 62.47	$ 1,499.28	$ 60.50	$ 1,452.00
58	BRF1383	MOTORCRAFT	BRAKE PAD SET	EA	24	$ 49.99	$ 1,127.77	$ 38.34	$ 920.16	$ 61.26	$ 1,470.24	$ 49.99	$ 1,199.76
59	BRRF318	MOTORCRAFT	BRAKE ROTOR	EA	60	$ 88.20	$ 4,974.48	$ 64.99	$ 3,899.40	$ 105.33	$ 6,319.80	$ 88.20	$ 5,292.00
60	BRRF271	MOTORCRAFT	BRAKE ROTOR	EA	24	$ 41.96	$ 946.62	$ 42.34	$ 1,016.16	$ 55.73	$ 1,337.52	$ 41.96	$ 1,007.04
61	BRRF267	MOTORCRAFT	BRAKE ROTOR	EA	36	$ 47.70	$ 1,614.17	$ 38.99	$ 1,403.64	$ 52.83	$ 1,901.88	$ 47.70	$ 1,717.20
62	BRRF266	MOTORCRAFT	BRAKE ROTOR	EA	24	$ 55.75	$ 1,257.72	$ 55.89	$ 1,341.36	$ 50.62	$ 1,214.88	$ 55.75	$ 1,338.00
63	BRR245	MOTORCRAFT	BRAKE ROTOR	EA	24	$ 39.99	$ 902.17	$ 53.29	$ 1,278.96	$ 63.23	$ 1,517.52	$ 39.99	$ 959.76
64	XK3124725E	MERITOR	BRAKE SHOE KIT	EA	24	$ -	$ -	$ 72.79	$ 1,746.96	$ 104.81	$ 2,515.44	$ 103.82	$ 2,491.68
65	XK3124715QP	MERITOR	BRAKE SHOE KIT	EA	24	$ -	$ -	$ 65.59	$ 1,574.16	$ 103.17	$ 2,476.08	$ 80.78	$ 1,938.72
66	XK3124709E2	MERITOR	BRAKE SHOE KIT	EA	24	$ -	$ -	$ 53.59	$ 1,286.16	$ 92.21	$ 2,213.04	$ 70.47	$ 1,691.28
67	RKEX4718Q	MERITOR	BRAKE SHOE KIT	EA	24	$ -	$ -	$ 75.99	$ 1,823.76	$ 134.35	$ 3,224.40	$ 85.66	$ 2,055.84
68	BZ1015	GROTE	BRITE ZONE LIGHT	EA	24	$ -	$ -	$ 40.36	$ 968.64	$ 58.99	$ 1,415.76	$ 43.29	$ 1,038.96
69	B7685	BALDWIN	BY PASS LUBE SPIN ON	EA	24	$ -	$ -	$ 15.39	$ 369.36	$ 14.12	$ 338.88	$ 12.53	$ 300.72
70	9643	CRC	CARB CLEANER	EA	36	$ -	$ -	$ 3.29	$ 118.44	$ 3.51	$ 126.36	$ 1.99	$ 71.64
71	107794X	HALDEX	CARTRIDGE ASM	EA	18	$ -	$ -	$ 23.59	$ 424.62	$ 23.53	$ 423.54	$ 28.46	$ 512.28
72	82-2217	BUSS	CIRCUIT BREAKER	EA	24	$ -	$ -	$ 48.49	$ 1,163.76	$ 99.25	$ 2,382.00	$ 42.08	$ 1,009.92

BID TABULATION - NOTICE OF INTENT TO AWARD

CONTRACT# FLT/210774

Auto Parts Consignment Inventory

#	PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	EST QTY	Ford of Ocala (Gary Yeomans Ford Lincoln of Ocala) Ocala, FL		Advance Stores Company, Inc. (Advance Auto Parts) Ocala, FL		Parts Professionals, Inc. (NAPA) Ocala, FL		TPH Acquisition, LLLP (The Parts House) Ocala, FL	
						MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST
73	45811	GROTE	CLEAR 2 1/2 ROUND UTI	EA	42	$ -	$ -	$ 3.39	$ 142.38	$ 2.40	$ 100.80	$ 2.79	$ 117.18
74	62271	GROTE	CLEAR 4 TORISON MOUNT	EA	24	$ -	$ -	$ 7.64	$ 183.36	$ 4.50	$ 108.00	$ 6.37	$ 152.88
75	80050	PERMATEX	CLEAR SILICONE	EA	24	$ -	$ -	$ 8.08	$ 193.92	$ 6.40	$ 153.60	$ 4.09	$ 98.16
76	16002	AC DELCO	COIL BOOT	EA	48	$ -	$ -	$ 4.39	$ 210.72	$ 4.96	$ 238.08	$ 4.48	$ 215.04
77	WR6133	MOTORCRAFT	COIL ON PLUG BOOT	EA	60	$ 4.77	$ 269.03	$ 4.39	$ 263.40	$ 3.99	$ 239.40	$ 4.77	$ 286.20
78	PE17000	BALDWIN	DEF FILTER	EA	18	$ -	$ -	$ 26.59	$ 478.62	$ 62.69	$ 1,128.42	$ 42.80	$ 770.40
79	DEF002	BLUE DEF	DIESEL EXH FLUID 2.5 GAL	EA	18	$ -	$ -	$ 10.11	$ 181.98	$ 9.99	$ 179.82	$ 10.99	$ 197.82
80	97027	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 1.60	$ 48.00	$ 0.40	$ 12.00	$ 0.44	$ 13.20
81	97026	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 1.60	$ 48.00	$ 0.40	$ 12.00	$ 0.44	$ 13.20
82	97025	DORMAN	DRAIN PLUG GASKET	EA	36	$ -	$ -	$ 3.47	$ 124.92	$ 1.72	$ 61.92	$ 1.57	$ 56.52
83	97022	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 3.47	$ 104.10	$ 0.46	$ 13.80	$ 0.62	$ 18.60
84	97021	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 2.16	$ 64.80	$ 1.80	$ 54.00	$ 1.74	$ 52.20
85	97019	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 5.21	$ 156.30	$ 0.44	$ 13.20	$ 0.60	$ 18.00
86	97018	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 10.43	$ 312.90	$ 0.40	$ 12.00	$ 0.58	$ 17.40
87	97016	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 0.86	$ 25.80	$ 0.32	$ 9.60	$ 0.80	$ 24.00
88	97010	DORMAN	DRAIN PLUG GASKET	EA	42	$ -	$ -	$ 6.30	$ 264.60	$ 0.16	$ 6.72	$ 0.35	$ 14.70
89	97005	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 8.69	$ 260.70	$ 0.32	$ 9.60	$ 0.50	$ 15.00
90	97004	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 0.33	$ 9.90	$ 0.33	$ 9.90	$ 0.39	$ 11.70
91	97003	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 4.34	$ 130.20	$ 0.22	$ 6.60	$ 0.40	$ 12.00
92	97002	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 5.21	$ 156.30	$ 0.21	$ 6.30	$ 0.40	$ 12.00
93	97001	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 0.33	$ 9.90	$ 0.20	$ 6.00	$ 0.35	$ 10.50
94	95154	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 1.99	$ 59.70	$ 0.20	$ 6.00	$ 1.59	$ 47.70
95	95015	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 1.20	$ 36.00	$ 0.55	$ 16.50	$ 0.62	$ 18.60
96	95014	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 5.21	$ 156.30	$ 0.70	$ 21.00	$ 0.62	$ 18.60
97	95010	DORMAN	DRAIN PLUG GASKET	EA	24	$ -	$ -	$ 1.73	$ 41.52	$ 0.84	$ 20.16	$ 0.62	$ 14.88
98	95004	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 2.94	$ 88.20	$ 1.21	$ 36.30	$ 1.46	$ 43.80
99	95001	DORMAN	DRAIN PLUG GASKET	EA	30	$ -	$ -	$ 5.21	$ 156.30	$ 0.68	$ 20.40	$ 0.74	$ 22.20
100	93604	3M	ELEC TAPE	EA	42	$ -	$ -	$ 1.81	$ 76.02	$ 1.20	$ 50.40	$ 1.21	$ 50.82
101	FD4625AA	MOTORCRAFT	ELEMENT	EA	24	$ 60.00	$ 1,353.60	$ 20.61	$ 494.64	$ 36.65	$ 879.60	$ 60.00	$ 1,440.00
102	FA1927	MOTORCRAFT	ELEMENT ASY - A	EA	18	$ 52.70	$ 891.68	$ 31.38	$ 564.84	$ 33.31	$ 599.58	$ 52.70	$ 948.60
103	ZC20	MOTORCRAFT	ENGINE DEGREASER	EA	36	$ 3.66	$ 142.30	$ 4.59	$ 165.24	$ 3.50	$ 126.00	$ 4.06	$ 146.16
104	FI503	CONTINENTAL	F/I HOSE	EA	60	$ -	$ -	$ 3.29	$ 197.40	$ 2.75	$ 165.00	$ 5.12	$ 307.20
105	PA4820	BALDWIN	FILTER	EA	18	$ -	$ -	$ 9.09	$ 163.62	$ 8.46	$ 152.28	$ 6.88	$ 123.84
106	BF7903	BALDWIN	FILTER	EA	24	$ -	$ -	$ 2.20	$ 52.80	$ 1.66	$ 39.84	$ 1.51	$ 36.24
107	BF7815	BALDWIN	FILTER	EA	24	$ -	$ -	$ 9.44	$ 226.56	$ 8.50	$ 204.00	$ 7.41	$ 177.84
108	BF7736	BALDWIN	FILTER	EA	24	$ -	$ -	$ 1.39	$ 33.36	$ 1.66	$ 39.84	$ 1.88	$ 45.12
109	BD50000	BALDWIN	FILTER	EA	18	$ -	$ -	$ 30.79	$ 554.22	$ 28.20	$ 507.60	$ 24.45	$ 440.10
110	B95	BALDWIN	FILTER	EA	24	$ -	$ -	$ 10.84	$ 260.16	$ 12.32	$ 295.68	$ 10.37	$ 248.88
111	44710	GROTE	FLASHER	EA	18	$ -	$ -	$ 32.29	$ 581.22	$ 29.84	$ 537.12	$ 25.04	$ 450.72
112	3030	R134A 30LBS	FREON	EA	42	$ -	$ -	$ 119.99	$ 5,039.58	$ 119.00	$ 4,998.00	$ 119.00	$ 4,998.00
113	62691	GROTE	FROSTED CLEAR 4 TORISON MOUNT	EA	24	$ -	$ -	$ 52.69	$ 1,264.56	$ 41.17	$ 988.08	$ 39.76	$ 954.24
114	1711014	AC DELCO	FRT PADS	EA	36	$ -	$ -	$ 33.13	$ 1,192.68	$ 56.99	$ 2,051.64	$ 142.20	$ 5,119.20
115	PF7994	BALDWIN	FUEL FILTER	EA	18	$ -	$ -	$ 11.89	$ 214.02	$ 12.60	$ 226.80	$ 10.20	$ 183.60
116	PF7748	BALDWIN	FUEL FILTER	EA	18	$ -	$ -	$ 11.89	$ 214.02	$ 11.28	$ 203.04	$ 9.88	$ 177.84
117	GF652	AC DELCO	FUEL FILTER	EA	18	$ -	$ -	$ 4.89	$ 88.02	$ 7.49	$ 134.82	$ 10.26	$ 184.68
118	GF645	AC DELCO	FUEL FILTER	EA	18	$ -	$ -	$ 4.89	$ 88.02	$ 7.49	$ 134.82	$ 10.08	$ 181.44
119	GF580	AC DELCO	FUEL FILTER	EA	18	$ -	$ -	$ 6.22	$ 111.96	$ 8.32	$ 149.76	$ 14.78	$ 266.04
120	GF578	AC DELCO	FUEL FILTER	EA	18	$ -	$ -	$ 5.24	$ 94.32	$ 7.49	$ 134.82	$ 9.46	$ 170.28
121	BF7814	BALDWIN	FUEL FILTER	EA	18	$ -	$ -	$ 12.59	$ 226.62	$ 12.15	$ 218.70	$ 10.18	$ 183.24
122	BF7802	BALDWIN	FUEL FILTER	EA	30	$ -	$ -	$ 5.87	$ 176.10	$ 6.66	$ 199.80	$ 5.78	$ 173.40
123	BF7673-D	BALDWIN	FUEL FILTER	EA	18	$ -	$ -	$ 11.89	$ 214.02	$ 12.20	$ 219.60	$ 10.56	$ 190.08
124	BF7668	BALDWIN	FUEL FILTER	EA	48	$ -	$ -	$ 3.67	$ 176.16	$ 5.83	$ 279.84	$ 4.66	$ 223.68
125	BF7629	BALDWIN	FUEL FILTER	EA	18	$ -	$ -	$ 7.69	$ 138.42	$ 7.14	$ 128.52	$ 6.36	$ 114.48
126	BF7608	BALDWIN	FUEL FILTER	EA	18	$ -	$ -	$ 5.94	$ 106.92	$ 5.65	$ 101.70	$ 4.70	$ 84.60
127	BF1386-O	BALDWIN	FUEL FILTER	EA	30	$ -	$ -	$ 21.34	$ 640.20	$ 22.57	$ 677.10	$ 17.08	$ 512.40
128	BF1293-SPS	BALDWIN	FUEL FILTER	EA	24	$ -	$ -	$ 21.69	$ 520.56	$ 20.33	$ 487.92	$ 17.78	$ 426.72
129	BF1166	BALDWIN	FUEL FILTER	EA	18	$ -	$ -	$ 4.86	$ 87.48	$ 5.83	$ 104.94	$ 4.29	$ 77.22
130	BF46117	BALDWIN	FUEL SPIN-ON	EA	30	$ -	$ -	$ 28.69	$ 860.70	$ 19.68	$ 590.40	$ 21.94	$ 658.20
131	FMX30LP	BUSS	FUSE	EA	30	$ -	$ -	$ 3.24	$ 97.20	$ 4.22	$ 126.60	$ 2.94	$ 88.20
132	ATR-30	BUSS	FUSE	EA	54	$ -	$ -	$ 0.65	$ 35.10	$ 0.62	$ 33.48	$ 0.62	$ 33.48
133	ATR-20	BUSS	FUSE	EA	24	$ -	$ -	$ 0.65	$ 15.60	$ 0.73	$ 17.52	$ 0.62	$ 14.88
134	ATR-10	BUSS	FUSE	EA	30	$ -	$ -	$ 0.65	$ 19.50	$ 0.60	$ 18.00	$ 0.62	$ 18.60
135	ATM7.5	BUSS	FUSE	EA	18	$ -	$ -	$ 0.69	$ 12.42	$ 0.65	$ 11.70	$ 0.62	$ 11.16
136	ATM5	BUSS	FUSE	EA	30	$ -	$ -	$ 0.52	$ 15.60	$ 0.44	$ 13.20	$ 0.62	$ 18.60
137	ATM30	BUSS	FUSE	EA	24	$ -	$ -	$ 0.52	$ 12.48	$ 0.44	$ 10.56	$ 0.62	$ 14.88
138	ATM25	BUSS	FUSE	EA	18	$ -	$ -	$ 0.57	$ 10.26	$ 0.44	$ 7.92	$ 0.62	$ 11.16
139	ATM20	BUSS	FUSE	EA	60	$ -	$ -	$ 0.58	$ 34.80	$ 0.44	$ 26.40	$ 0.62	$ 37.20
140	ATM15	BUSS	FUSE	EA	162	$ -	$ -	$ 0.58	$ 93.96	$ 0.47	$ 76.14	$ 0.62	$ 100.44
141	ATM10	BUSS	FUSE	EA	36	$ -	$ -	$ 0.58	$ 20.88	$ 0.44	$ 15.84	$ 0.62	$ 22.32
142	ATC5	BUSS	FUSE	EA	24	$ -	$ -	$ 0.64	$ 15.36	$ 0.33	$ 7.92	$ 0.62	$ 14.88
143	ATC4	BUSS	FUSE	EA	30	$ -	$ -	$ 0.64	$ 19.20	$ 0.33	$ 9.90	$ 0.62	$ 18.60

BID TABULATION - NOTICE OF INTENT TO AWARD

CONTRACT# FLT/210774

Auto Parts Consignment Inventory

#	PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	EST QTY	Ford of Ocala (Gary Yeomans Ford Lincoln of Ocala) Ocala, FL		Advance Stores Company, Inc. (Advance Auto Parts) Ocala, FL		Parts Professionals, Inc. (NAPA) Ocala, FL		TPH Acquisition, LLLP (The Parts House) Ocala, FL	
						MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST
144	ATC35	BUSS	FUSE	EA	24	$ -	$ -	$ 0.58	$ 13.92	$ 0.33	$ 7.92	$ 0.62	$ 14.88
145	ATC3	BUSS	FUSE	EA	18	$ -	$ -	$ 0.58	$ 10.44	$ 0.33	$ 5.94	$ 0.62	$ 11.16
146	ATC25	BUSS	FUSE	EA	30	$ -	$ -	$ 0.64	$ 19.20	$ 0.33	$ 9.90	$ 0.62	$ 18.60
147	ATC20	BUSS	FUSE	EA	42	$ -	$ -	$ 0.64	$ 26.88	$ 0.33	$ 13.86	$ 0.62	$ 26.04
148	822209	GROTE	FUSE HOLDER	EA	42	$ -	$ -	$ 2.78	$ 116.76	$ 2.81	$ 118.02	$ 2.13	$ 89.46
149	3303009	HALDEX	GASKET	EA	30	$ -	$ -	$ 1.34	$ 40.20	$ 2.01	$ 60.30	$ 1.75	$ 52.50
150	35045	HALDEX	GLADHAND	EA	24	$ -	$ -	$ 3.43	$ 82.32	$ 3.95	$ 94.80	$ 3.67	$ 88.08
151	35042	HALDEX	GLADHAND	EA	30	$ -	$ -	$ 3.43	$ 102.90	$ 3.95	$ 118.50	$ 3.67	$ 110.10
152	35010	HALDEX	GLADHAND SEAL	EA	18	$ -	$ -	$ 0.76	$ 13.68	$ 0.83	$ 14.94	$ 0.91	$ 16.38
153	9848	CRC	GLASS CLEANER	EA	30	$ -	$ -	$ 2.56	$ 76.80	$ 2.24	$ 67.20	$ 2.31	$ 69.30
154	ZD152	MOTORCRAFT	GLOWPLUG	EA	24	$ 9.39	$ 211.84	$ 21.11	$ 506.64	$ 12.28	$ 294.72	$ 18.78	$ 450.72
155	OR275491X	HALDEX	GOVERNOR	EA	18	$ -	$ -	$ 10.39	$ 187.02	$ 20.01	$ 360.18	$ 18.36	$ 330.48
156	JUG	PARTS PLUS	GREEN ANTI FREEZE	EA	30	$ -	$ -	$ 14.24	$ 427.20	$ 11.74	$ 352.20	$ 7.99	$ 239.70
157	36834STPEXP	PARTS PLUS	HD ANTI FREEZE (DIESEL)	EA	60	$ -	$ -	$ 18.04	$ 1,082.40	$ 13.06	$ 783.60	$ 8.79	$ 527.40
158	5226	ANCO	HD WIPER BLADE	EA	36	$ -	$ -	$ 17.41	$ 626.76	$ 27.46	$ 988.56	$ 30.82	$ 1,109.52
159	5122	ANCO	HD WIPER BLADE	EA	24	$ -	$ -	$ 16.74	$ 401.76	$ 5.69	$ 136.56	$ 7.88	$ 189.12
160	H4656C1	PHILLIPS	HEADLAMP BULB	EA	24	$ -	$ -	$ 7.69	$ 184.56	$ 9.38	$ 225.12	$ 7.34	$ 176.16
161	9012LLC1	PHILLIPS	HEADLAMP BULB	EA	18	$ -	$ -	$ 6.85	$ 123.30	$ 18.35	$ 330.30	$ 23.45	$ 422.10
162	9008C1	PHILLIPS	HEADLAMP BULB	EA	30	$ -	$ -	$ 8.20	$ 246.00	$ 11.97	$ 359.10	$ 8.46	$ 253.80
163	9005C1	PHILLIPS	HEADLAMP BULB	EA	54	$ -	$ -	$ 3.99	$ 215.46	$ 9.38	$ 506.52	$ 2.96	$ 159.84
164	9004C1	PHILLIPS	HEADLAMP BULB	EA	24	$ -	$ -	$ 4.00	$ 96.00	$ 9.38	$ 225.12	$ 2.35	$ 56.40
165	9003C1	PHILLIPS	HEADLAMP BULB	EA	18	$ -	$ -	$ 3.99	$ 71.82	$ 10.23	$ 184.14	$ 3.91	$ 70.38
166	1727	CONTINENTAL	HEATER HOSE	EA	66	$ -	$ -	$ 1.10	$ 72.60	$ 1.00	$ 66.00	$ 0.72	$ 47.52
167	1726	CONTINENTAL	HEATER HOSE	EA	246	$ -	$ -	$ 1.10	$ 270.60	$ 0.85	$ 209.10	$ 0.71	$ 174.66
168	8370W	PHILLIPS	HIDEAWAY STROBE	EA	18	$ -	$ -	$ 152.14	$ 2,738.52	$ 49.69	$ 894.42	$ 55.93	$ 1,006.74
169	8368830191	WOLFHEAD	HIGH TEMP TUBE GREASE	EA	102	$ -	$ -	$ 6.24	$ 636.48	$ 3.37	$ 343.74	$ 3.59	$ 366.18
170	334150	CONTINENTAL	HOSE	EA	180	$ -	$ -	$ 0.79	$ 142.20	$ 0.51	$ 91.80	$ 0.53	$ 95.40
171	334050	CONTINENTAL	HOSE	EA	138	$ -	$ -	$ 0.79	$ 109.02	$ 0.51	$ 70.38	$ 0.53	$ 73.14
172	333950	CONTINENTAL	HOSE	EA	150	$ -	$ -	$ 0.60	$ 90.00	$ 0.36	$ 54.00	$ 0.55	$ 82.50
173	24088	CONTINENTAL	HOSE	EA	210	$ -	$ -	$ 1.31	$ 275.10	$ 1.00	$ 210.00	$ 0.73	$ 153.30
174	24078	CONTINENTAL	HOSE	EA	288	$ -	$ -	$ 1.18	$ 339.84	$ 0.85	$ 244.80	$ 0.72	$ 207.36
175	24060	CONTINENTAL	HOSE	EA	174	$ -	$ -	$ 1.18	$ 205.32	$ 0.85	$ 147.90	$ 0.71	$ 123.54
176	5256	IDE	HOSE CLAMP	EA	54	$ -	$ -	$ 1.16	$ 62.64	$ 1.42	$ 76.68	$ 1.20	$ 64.80
177	5248	IDE	HOSE CLAMP	EA	42	$ -	$ -	$ 1.16	$ 48.72	$ 1.42	$ 59.64	$ 1.07	$ 44.94
178	5236	IDE	HOSE CLAMP	EA	78	$ -	$ -	$ 1.16	$ 90.48	$ 0.68	$ 53.04	$ 0.69	$ 53.82
179	5232	IDE	HOSE CLAMP	EA	84	$ -	$ -	$ 0.83	$ 69.72	$ 0.63	$ 52.92	$ 0.69	$ 57.96
180	5228	IDE	HOSE CLAMP	EA	114	$ -	$ -	$ 0.83	$ 94.62	$ 0.66	$ 75.24	$ 0.66	$ 75.24
181	5224	IDE	HOSE CLAMP	EA	132	$ -	$ -	$ 0.83	$ 109.56	$ 0.63	$ 83.16	$ 0.66	$ 87.12
182	5220	IDE	HOSE CLAMP	EA	132	$ -	$ -	$ 0.83	$ 109.56	$ 0.66	$ 87.12	$ 0.66	$ 87.12
183	5216	IDE	HOSE CLAMP	EA	102	$ -	$ -	$ 0.83	$ 84.66	$ 0.63	$ 64.26	$ 0.62	$ 63.24
184	5212	IDE	HOSE CLAMP	EA	114	$ -	$ -	$ 0.83	$ 94.62	$ 0.63	$ 71.82	$ 0.55	$ 62.70
185	5210	IDE	HOSE CLAMP	EA	168	$ -	$ -	$ 0.83	$ 139.44	$ 0.66	$ 110.88	$ 0.55	$ 92.40
186	5203	IDE	HOSE CLAMP	EA	102	$ -	$ -	$ 0.64	$ 65.28	$ 0.65	$ 66.30	$ 0.46	$ 46.92
187	5202	IDE	HOSE CLAMP	EA	120	$ -	$ -	$ 0.64	$ 76.80	$ 0.63	$ 75.60	$ 0.46	$ 55.20
188	3004009	NATIONAL	HUB CAP	EA	48	$ -	$ -	$ 11.84	$ 568.32	$ 11.49	$ 551.52	$ 11.44	$ 549.12
189	DG520	MOTORCRAFT	IGNITION COIL	EA	36	$ 69.90	$ 2,365.42	$ 61.49	$ 2,213.64	$ 65.59	$ 2,361.24	$ 69.90	$ 2,516.40
190	DG511	MOTORCRAFT	IGNITION COIL	EA	48	$ 40.90	$ 1,845.41	$ 32.79	$ 1,573.92	$ 36.92	$ 1,772.16	$ 40.90	$ 1,963.20
191	DG508	MOTORCRAFT	IGNITION COIL	EA	30	$ 39.70	$ 1,119.54	$ 30.33	$ 909.90	$ 30.90	$ 927.00	$ 39.70	$ 1,191.00
192	944215	PHILLIPS	LED HEADLAMP	EA	18		$ -	$ 101.99	$ 1,835.82	$ 253.49	$ 4,562.82	$ 178.24	$ 3,208.32
193	ECCOE92004	ECCO	LED LIGHT	EA	24	$ -	$ -	$ 40.36	$ 968.64	$ 40.99	$ 983.76	$ 112.35	$ 2,696.40
194	46393	GROTE	LIGHT	EA	18	$ -	$ -	$ 4.92	$ 88.56	$ 5.21	$ 93.78	$ 3.50	$ 63.00
195	4057LLBP2	PHILLIPS	LIGHT BULB	EA	30	$ -	$ -	$ 5.59	$ 167.70	$ 4.40	$ 132.00	$ 1.41	$ 42.30
196	821908	GROTE	LIGHTED LONG TOGGLE SW	EA	18	$ -	$ -	$ 4.91	$ 88.38	$ 2.46	$ 44.28	$ 1.76	$ 31.68
197	821907	GROTE	LIGHTED LONG TOGGLE SW	EA	18	$ -	$ -	$ 5.73	$ 103.14	$ 2.46	$ 44.28	$ 1.76	$ 31.68
198	PT9394-MPG	BALDWIN	LUBE FILTER	EA	18	$ -	$ -	$ 11.54	$ 207.72	$ 10.23	$ 184.14	$ 8.81	$ 158.58
199	P7398	BALDWIN	LUBE FILTER	EA	24	$ -	$ -	$ 3.84	$ 92.16	$ 4.58	$ 109.92	$ 3.64	$ 87.36
200	BD7309	BALDWIN	LUBE FILTER	EA	36	$ -	$ -	$ 27.99	$ 1,007.64	$ 27.11	$ 975.96	$ 22.33	$ 803.88
201	BD7250	BALDWIN	LUBE FILTER	EA	42	$ -	$ -	$ 30.79	$ 1,293.18	$ 28.26	$ 1,186.92	$ 24.28	$ 1,019.76
202	BD103	BALDWIN	LUBE FILTER	EA	18	$ -	$ -	$ 24.14	$ 434.52	$ 25.45	$ 458.10	$ 19.48	$ 350.64
203	P7508	BALDWIN	LUBE FILTER ELEMENT	EA	24	$ -	$ -	$ 41.64	$ 999.36	$ 20.68	$ 496.32	$ 33.57	$ 805.68
204	10250R	GROTE	MARKER LITE	EA	18	$ -	$ -	$ 7.64	$ 137.52	$ 7.18	$ 129.24	$ 7.63	$ 137.34
205	ATR-7-1/2	BUSS	MICRO II BLADE FUSE - 2	EA	18	$ -	$ -	$ 3.24	$ 58.32	$ 0.60	$ 10.80	$ 0.62	$ 11.16
206	P215WCP	PHILLIPS	MINIATURE MULTI PK BOX	EA	60	$ -	$ -	$ 0.66	$ 39.60	$ 2.19	$ 131.40	$ 0.54	$ 32.40
207	PC194CP	PHILLIPS	MINIATURE BULB	EA	60	$ -	$ -	$ 0.33	$ 19.80	$ 0.94	$ 56.40	$ 0.86	$ 51.60
208	921CP	PHILLIPS	MINIATURE BULB	EA	60	$ -	$ -	$ 0.43	$ 25.80	$ 1.09	$ 65.40	$ 0.49	$ 29.40
209	912CP	PHILLIPS	MINIATURE BULB	EA	54	$ -	$ -	$ 0.55	$ 29.70	$ 0.94	$ 50.76	$ 0.75	$ 40.50
210	906CP	PHILLIPS	MINIATURE BULB	EA	60	$ -	$ -	$ 0.51	$ 30.60	$ 1.09	$ 65.40	$ 0.77	$ 46.20
211	7443CP	PHILLIPS	MINIATURE BULB	EA	54	$ -	$ -	$ 1.21	$ 65.34	$ 2.19	$ 118.26	$ 1.26	$ 68.04
212	7440CP	PHILLIPS	MINIATURE BULB	EA	60	$ -	$ -	$ 1.21	$ 72.60	$ 2.19	$ 131.40	$ 1.64	$ 98.40

BID TABULATION - NOTICE OF INTENT TO AWARD

CONTRACT# FLT/210774

Auto Parts Consignment Inventory

#	PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	EST QTY	Ford of Ocala (Gary Yeomans Ford Lincoln of Ocala) Ocala, FL		Advance Stores Company, Inc. (Advance Auto Parts) Ocala, FL		Parts Professionals, Inc. (NAPA) Ocala, FL		TPH Acquisition, LLLP (The Parts House) Ocala, FL	
						MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST
213	67CP	PHILLIPS	MINIATURE BULB	EA	48	$ -	$ -	$ 0.43	$ 20.64	$ 0.72	$ 34.56	$ 0.47	$ 22.56
214	37CP	PHILLIPS	MINIATURE BULB	EA	114	$ -	$ -	$ 0.32	$ 36.48	$ 1.24	$ 141.36	$ 0.51	$ 58.14
215	3457CP	PHILLIPS	MINIATURE BULB	EA	54	$ -	$ -	$ 1.20	$ 64.80	$ 1.24	$ 66.96	$ 1.04	$ 56.16
216	3157NACP	PHILLIPS	MINIATURE BULB	EA	54	$ -	$ -	$ 1.21	$ 65.34	$ 1.82	$ 98.28	$ 1.46	$ 78.84
217	3157CP	PHILLIPS	MINIATURE BULB	EA	78	$ -	$ -	$ 0.66	$ 51.48	$ 0.94	$ 73.32	$ 0.64	$ 49.92
218	3156CP	PHILLIPS	MINIATURE BULB	EA	72	$ -	$ -	$ 0.66	$ 47.52	$ 0.94	$ 67.68	$ 0.71	$ 51.12
219	3057CP	PHILLIPS	MINIATURE BULB	EA	48	$ -	$ -	$ 0.66	$ 31.68	$ 0.94	$ 45.12	$ 0.71	$ 34.08
220	2057CP	PHILLIPS	MINIATURE BULB	EA	54	$ -	$ -	$ 0.43	$ 23.22	$ 0.94	$ 50.76	$ 0.51	$ 27.54
221	194NACP	PHILLIPS	MINIATURE BULB	EA	66	$ -	$ -	$ 0.64	$ 42.24	$ 0.72	$ 47.52	$ 0.64	$ 42.24
222	194CP	PHILLIPS	MINIATURE BULB	EA	30	$ -	$ -	$ 0.33	$ 9.90	$ 0.72	$ 21.60	$ 0.26	$ 7.80
223	1893CP	PHILLIPS	MINIATURE BULB	EA	30	$ -	$ -	$ 0.43	$ 12.90	$ 0.72	$ 21.60	$ 0.35	$ 10.50
224	168B2	PHILLIPS	MINIATURE BULB	EA	24	$ -	$ -	$ 0.66	$ 15.84	$ 0.72	$ 17.28	$ 1.17	$ 28.08
225	12844B2	PHILLIPS	MINIATURE BULB	EA	78	$ -	$ -	$ 1.49	$ 116.22	$ 0.44	$ 34.32	$ 0.70	$ 54.60
226	12499CP	PHILLIPS	MINIATURE BULB	EA	60	$ -	$ -	$ 0.66	$ 39.60	$ 2.19	$ 131.40	$ 0.55	$ 33.00
227	1157NACP	PHILLIPS	MINIATURE BULB	EA	66	$ -	$ -	$ 0.84	$ 55.44	$ 1.09	$ 71.94	$ 1.08	$ 71.28
228	1157CP	PHILLIPS	MINIATURE BULB	EA	72	$ -	$ -	$ 0.44	$ 31.68	$ 0.72	$ 51.84	$ 0.31	$ 22.32
229	1156CP	PHILLIPS	MINIATURE BULB	EA	72	$ -	$ -	$ 0.55	$ 39.60	$ 0.72	$ 51.84	$ 0.35	$ 25.20
230	1142CP	PHILLIPS	MINIATURE BULB	EA	60	$ -	$ -	$ 0.40	$ 24.00	$ 1.24	$ 74.40	$ 0.75	$ 45.00
231	1003CP	PHILLIPS	MINIATURE BULB	EA	54	$ -	$ -	$ 0.39	$ 21.06	$ 0.72	$ 38.88	$ 0.66	$ 35.64
232	DE3175B2	PHILLIPS	MINIATURE BULB 2PK	EA	18	$ -	$ -	$ 4.19	$ 75.42	$ 2.93	$ 52.74	$ 0.96	$ 17.28
233	708515	VALVAC	MIRROR	EA	18	$ -	$ -	$ 14.69	$ 264.42	$ 15.79	$ 284.22	$ 10.56	$ 190.08
234	723060	VALVAC	MIRROR-STICK ON	EA	24	$ -	$ -	$ 1.26	$ 30.24	$ 1.64	$ 39.36	$ 1.92	$ 46.08
235	122377	MOBIL	MOBIL 1 15W-50 QTS	EA	36	$ -	$ -	$ 9.19	$ 330.84	$ 5.99	$ 215.64	$ 8.19	$ 294.84
236	VC7B	MOTORCRAFT	MOTORCRAFT ANTI FREEZE	EA	66	$ 14.82	$ 978.12	$ 17.99	$ 1,187.34	$ 12.99	$ 857.34	$ 14.82	$ 978.12
237	VC3B	MOTORCRAFT	MOTORCRAFT ANTI FREEZE	EA	18	$ 12.95	$ 233.10	$ 19.06	$ 343.08	$ 12.99	$ 233.82	$ 12.95	$ 233.10
238	562102436	VELVAC	MUD FLAP STANDARD	EA	18	$ -	$ -	$ 13.64	$ 245.52	$ 16.45	$ 296.10	$ 12.15	$ 218.70
239	2015	NGK	NGK STANDARD PLUG	EA	24	$ -	$ -	$ 2.33	$ 55.92	$ 2.43	$ 58.32	$ 1.99	$ 47.76
240	90059	DORMAN	OIL DRAIN PLUG	EA	24	$ -	$ -	$ 5.21	$ 125.04	$ 3.81	$ 91.44	$ 3.98	$ 95.52
241	90042	DORMAN	OIL DRAIN PLUG	EA	24	$ -	$ -	$ 6.08	$ 145.92	$ 2.49	$ 59.76	$ 2.70	$ 64.80
242	FL500S	MOTORCRAFT	OIL FILTER	EA	54	$ 3.91	$ 198.47	$ 2.09	$ 112.86	$ 3.33	$ 179.82	$ 4.58	$ 247.32
243	QFL17	OMNICRAFT	OIL FILTER	EA	42	$ 2.98	$ 135.17	$ 2.09	$ 87.78	$ 3.33	$ 139.86	$ 4.34	$ 182.28
244	QFL25	OMNICRAFT	OIL FILTER	EA	24	$ 2.98	$ 77.24	$ 2.09	$ 50.16	$ 3.33	$ 79.92	$ 3.84	$ 92.16
245	QFL26	OMNICRAFT	OIL FILTER	EA	18	$ 2.98	$ 57.93	$ 2.09	$ 37.62	$ 3.33	$ 59.94	$ 3.99	$ 71.82
246	QFL10	OMNICRAFT	OIL FILTER	EA	18	$ 7.49	$ 145.61	$ 4.19	$ 75.42	$ 4.58	$ 82.44	$ 6.23	$ 112.14
247	FL910S	MOTORCRAFT	OIL FILTER	EA	90	$ 3.27	$ 276.64	$ 2.09	$ 188.10	$ 3.33	$ 299.70	$ 3.75	$ 337.50
248	FL820S	MOTORCRAFT	OIL FILTER	EA	54	$ 3.27	$ 165.99	$ 2.09	$ 112.86	$ 3.33	$ 179.82	$ 3.75	$ 202.50
249	FL500S	MOTORCRAFT	OIL FILTER	EA	60	$ 3.91	$ 220.52	$ 2.09	$ 125.40	$ 3.33	$ 199.80	$ 4.39	$ 263.40
250	FL400S	MOTORCRAFT	OIL FILTER	EA	90	$ 3.12	$ 263.95	$ 2.09	$ 188.10	$ 3.33	$ 299.70	$ 3.70	$ 333.00
251	FL2051S	MOTORCRAFT	OIL FILTER	EA	36	$ 14.41	$ 487.63	$ 7.13	$ 256.68	$ 11.52	$ 414.72	$ 14.41	$ 518.76
252	FL2016	MOTORCRAFT	OIL FILTER	EA	36	$ 17.66	$ 597.61	$ 7.55	$ 271.80	$ 12.96	$ 466.56	$ 17.66	$ 635.76
253	FL1995	MOTORCRAFT	OIL FILTER	EA	24	$ 8.72	$ 196.72	$ 4.82	$ 115.68	$ 8.64	$ 207.36	$ 9.04	$ 216.96
254	BT237	BALDWIN	OIL FILTER	EA	18	$ -	$ -	$ 6.29	$ 113.22	$ 6.17	$ 111.06	$ 5.18	$ 93.24
255	B76	BALDWIN	OIL FILTER	EA	54	$ -	$ -	$ 7.34	$ 396.36	$ 7.28	$ 393.12	$ 5.96	$ 321.84
256	B7177	BALDWIN	OIL FILTER	EA	18	$ -	$ -	$ 7.69	$ 138.42	$ 7.45	$ 134.10	$ 6.23	$ 112.14
257	B7030	BALDWIN	OIL FILTER	EA	24	$ -	$ -	$ 17.49	$ 419.76	$ 17.12	$ 410.88	$ 14.39	$ 345.36
258	B35-S	BALDWIN	OIL FILTER	EA	18	$ -	$ -	$ 3.49	$ 62.82	$ 3.33	$ 59.94	$ 2.68	$ 48.24
259	B243	BALDWIN	OIL FILTER	EA	18	$ -	$ -	$ 3.84	$ 69.12	$ 3.33	$ 59.94	$ 3.20	$ 57.60
260	B196	BALDWIN	OIL FILTER	EA	18	$ -	$ -	$ 9.37	$ 168.66	$ 11.88	$ 213.84	$ 10.02	$ 180.36
261	K37-1017	PACCAR	PACCAR	EA	18	$ -	$ -	$ 51.79	$ 932.22	$ 63.27	$ 1,138.86	$ 40.60	$ 730.80
262	16PB	PB BLASTER	PENETRANT BLASTER	EA	24	$ -	$ -	$ 5.32	$ 127.68	$ 5.19	$ 124.56	$ 6.11	$ 146.64
263	WPT1247	MOTORCRAFT	PIGTAIL	EA	18	$ 11.00	$ 186.12	$ 5.73	$ 103.14	$ 4.92	$ 88.56	$ 11.00	$ 198.00
264	3595990	GROTE	PLUG	EA	18	$ -	$ -	$ 2.84	$ 51.12	$ 3.99	$ 71.82	$ 3.70	$ 66.60
265	7734	GROTE	PLUGS	EA	18	$ -	$ -	$ 5.94	$ 106.92	$ 5.16	$ 92.88	$ 2.10	$ 37.80
266	3391	PARTS PLUS	POWER STEERING FLUID QT	EA	54	$ -	$ -	$ 5.05	$ 272.70	$ 5.71	$ 308.34	$ 3.09	$ 166.86
267	4320P	PURPLE POWER	PURPLE POWER CLEANER GL	EA	66	$ -	$ -	$ 7.35	$ 485.10	$ 4.99	$ 329.34	$ 6.19	$ 408.61
268	SSB5	GROTE	PUSH BUTTON SWITCH	EA	66	$ -	$ -	$ 10.32	$ 681.12	$ 13.10	$ 864.60	$ 10.49	$ 692.34
269	5103	CRC	QD ELECTRIC CLEANER	EA	18	$ -	$ -	$ 10.11	$ 181.98	$ 7.29	$ 131.22	$ 7.26	$ 130.68
270	G1092	GROTE	RED 2 1/2 SURFACE-MOUNT	EA	24	$ -	$ -	$ 11.89	$ 285.36	$ 5.18	$ 124.32	$ 9.19	$ 220.56
271	G1902	GROTE	RED HI COUNT 3-DIODE LED	EA	24	$ -	$ -	$ 8.32	$ 199.68	$ 5.54	$ 132.96	$ 6.99	$ 167.76
272	47242	GROTE	RED LIGHT	EA	18	$ -	$ -	$ 7.64	$ 137.52	$ 9.75	$ 175.50	$ 7.69	$ 138.42
273	53182	GROTE	RED PLASTIC HOUSING LAMP	EA	36	$ -	$ -	$ 65.44	$ 2,355.84	$ 57.43	$ 2,067.48	$ 50.31	$ 1,811.16
274	90162	GROTE	RED REPLACEMENT LENS	EA	30	$ -	$ -	$ 2.54	$ 76.20	$ 2.42	$ 72.60	$ 2.66	$ 79.80
275	27200	PERMATX	RED THREAD LOCKER	EA	24	$ -	$ -	$ 6.95	$ 166.80	$ 11.14	$ 267.36	$ 8.63	$ 207.12
276	912317	VALVAC	RELAY	EA	18	$ -	$ -	$ 5.00	$ 90.00	$ 6.30	$ 113.40	$ 4.43	$ 79.74
277	7480	3M	ROLOC DISC	EA	150	$ -	$ -	$ 1.29	$ 193.50	$ 1.47	$ 220.50	$ 1.55	$ 232.50
278	1396	3M	ROLOC DISC	EA	126	$ -	$ -	$ 1.29	$ 162.54	$ 1.66	$ 209.16	$ 1.63	$ 205.38
279	BRRF65	MOTORCRAFT	ROTOR	EA	30	$ 123.00	$ 3,468.60	$ 99.44	$ 2,983.20	$ 123.84	$ 3,715.20	$ 123.00	$ 3,690.00
280	SF16	SEAFOAM	SEAFOAM MOTOR TREATMENT	EA	18	$ -	$ -	$ 11.03	$ 198.54	$ 7.99	$ 143.82	$ 7.00	$ 126.00

BID TABULATION - NOTICE OF INTENT TO AWARD

CONTRACT# FLT/210774

Auto Parts Consignment Inventory

#	PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	EST QTY	Ford of Ocala (Gary Yeomans Ford Lincoln of Ocala) Ocala, FL		Advance Stores Company, Inc. (Advance Auto Parts) Ocala, FL		Parts Professionals, Inc. (NAPA) Ocala, FL		TPH Acquisition, LLLP (The Parts House) Ocala, FL	
						MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST	MFR UNIT PRICE	EXTENDED COST
281	39683	DUPLI COLOR	SELF ETCHING PRIMER	EA	18	$ -	$ -	$ 21.88	$ 393.84	$ 9.97	$ 179.46	$ 9.31	$ 167.58
282	20925924	AC DELCO	SENSOR, TIRE PRESS IN	EA	18	$ -	$ -	$ 53.03	$ 954.54	$ 35.89	$ 646.02	$ 44.57	$ 802.26
283	L842VP1	GROTE	SIDE BATT TERM	EA	60	$ -	$ -	$ 0.67	$ 40.20	$ 5.81	$ 348.60	$ 1.97	$ 118.20
284	849216	GROTE	SIDE TERM BOLT	EA	60	$ -	$ -	$ 0.86	$ 51.60	$ 3.21	$ 192.60	$ 0.72	$ 43.20
285	SG4	CRC	SIL-GLYDE	EA	18	$ -	$ -	$ 6.43	$ 115.74	$ 14.94	$ 268.92	$ 11.31	$ 203.58
286	5074	CRC	SILICONE SPRAY	EA	30	$ -	$ -	$ 5.05	$ 151.50	$ 3.86	$ 115.80	$ 3.97	$ 119.10
287	40020234	HALDEX	SLACK ADJUSTER	EA	36	$ -	$ -	$ 87.99	$ 3,167.64	$ 99.90	$ 3,596.40	$ 113.42	$ 4,083.12
288	868	CHAMPION	SMALL ENGINE PLUG	EA	24	$ -	$ -	$ 2.24	$ 53.76	$ 1.77	$ 42.48	$ 2.18	$ 52.32
289	SP580	MOTORCRAFT	SPARK PLUG	EA	72	$ 7.04	$ 506.88	$ 7.19	$ 517.68	$ 11.89	$ 856.08	$ 7.04	$ 506.88
290	SP546	MOTORCRAFT	SPARK PLUG	EA	96	$ 9.58	$ 919.68	$ 11.69	$ 1,122.24	$ 9.99	$ 959.04	$ 9.58	$ 919.68
291	SP520	MOTORCRAFT	SPARK PLUG	EA	72	$ 3.53	$ 254.16	$ 4.49	$ 323.28	$ 4.39	$ 316.08	$ 3.53	$ 254.16
292	SP509	MOTORCRAFT	SPARK PLUG	EA	60	$ 8.17	$ 490.20	$ 8.09	$ 485.40	$ 4.72	$ 283.20	$ 8.17	$ 490.20
293	SP413	MOTORCRAFT	SPARK PLUG	EA	48	$ 2.10	$ 100.80	$ 2.69	$ 129.12	$ 1.70	$ 81.60	$ 2.10	$ 100.80
294	SP412	MOTORCRAFT	SPARK PLUG	EA	48	$ 2.10	$ 100.80	$ 2.69	$ 129.12	$ 1.70	$ 81.60	$ 2.10	$ 100.80
295	SP405	MOTORCRAFT	SPARK PLUG	EA	48	$ 3.21	$ 154.08	$ 4.49	$ 215.52	$ 2.58	$ 123.84	$ 3.21	$ 154.08
296	R44LTS6	AC DELCO	SPARK PLUG	EA	48	$ -	$ -	$ 2.69	$ 129.12	$ 4.02	$ 192.96	$ 1.80	$ 86.40
297	7222	NGK	SPARK PLUG	EA	18	$ -	$ -	$ 2.24	$ 40.32	$ 2.43	$ 43.74	$ 1.98	$ 35.64
298	7131	NGK	SPARK PLUG	EA	36	$ -	$ -	$ 2.69	$ 96.84	$ 2.49	$ 89.64	$ 2.26	$ 81.36
299	6578	NGK	SPARK PLUG	EA	24	$ -	$ -	$ 2.24	$ 53.76	$ 2.43	$ 58.32	$ 2.14	$ 51.36
300	5246	NGK	SPARK PLUG	EA	72	$ -	$ -	$ 3.59	$ 258.48	$ 3.99	$ 287.28	$ 3.43	$ 246.96
301	4578	NGK	SPARK PLUG	EA	60	$ -	$ -	$ 3.51	$ 210.60	$ 5.42	$ 325.20	$ 5.26	$ 315.60
302	41-993	AC DELCO	SPARK PLUG	EA	72	$ -	$ -	$ 8.09	$ 582.48	$ 7.27	$ 523.44	$ 7.14	$ 514.08
303	41993	AC DELCO	SPARK PLUG	EA	48	$ -	$ -	$ 8.09	$ 388.32	$ 7.27	$ 348.96	$ 7.14	$ 342.72
304	41-962	AC DELCO	SPARK PLUG	EA	72	$ -	$ -	$ 7.64	$ 550.08	$ 5.64	$ 406.08	$ 5.80	$ 417.60
305	41962	AC DELCO	SPARK PLUG	EA	108	$ -	$ -	$ 7.64	$ 825.12	$ 5.64	$ 609.12	$ 5.80	$ 626.40
306	41-834	AC DELCO	SPARK PLUG	EA	60	$ -	$ -	$ 7.10	$ 426.00	$ 6.18	$ 370.80	$ 5.80	$ 348.00
307	41834	AC DELCO	SPARK PLUG	EA	72	$ -	$ -	$ 7.10	$ 511.20	$ 6.18	$ 444.96	$ 5.80	$ 417.60
308	3696	NGK	SPARK PLUG	EA	24	$ -	$ -	$ 2.51	$ 60.24	$ 2.40	$ 57.60	$ 2.26	$ 54.24
309	3365	NGK	SPARK PLUG	EA	18	$ -	$ -	$ 3.59	$ 64.62	$ 3.71	$ 66.78	$ 3.43	$ 61.74
310	1275	NGK	SPARK PLUG	EA	60	$ -	$ -	$ 3.51	$ 210.60	$ 4.34	$ 260.40	$ 5.26	$ 315.60
311	SP400	MOTORCRAFT	SPARK PLUGS	EA	72	$ 2.10	$ 151.20	$ 4.49	$ 323.28	$ 1.70	$ 122.40	$ 2.10	$ 151.20
312	K80337	MOOG	STABILIZER LINKS	EA	24	$ -	$ -	$ 31.53	$ 756.72	$ 18.12	$ 434.88	$ 36.14	$ 867.36
313	9007c	PHILLIPS	STROBE LIGHT	EA	24	$ -	$ -	$ 32.00	$ 768.00	$ 28.87	$ 692.88	$ 2.92	$ 70.08
314	53640	GROTE	STT LAMP	EA	18	$ -	$ -	$ 115.59	$ 2,080.62	$ 108.01	$ 1,944.18	$ 88.93	$ 1,600.74
315	G5202	GROTE	THREE-STUD METRI-PACK STOP	EA	18	$ -	$ -	$ 88.39	$ 1,591.02	$ 63.98	$ 1,151.64	$ 67.88	$ 1,221.84
316	L800C10	GROTE	TOP BATT TERM	EA	54	$ -	$ -	$ 0.86	$ 46.44	$ 1.64	$ 88.56	$ 1.35	$ 72.90
317	TPMS12	MOTORCRAFT	TPMS	EA	18	$ 45.99	$ 778.15	$ 44.45	$ 800.10	$ 39.39	$ 709.02	$ 45.99	$ 827.82
318	BT8460	BALDWIN	TRANSMISSION FILTER	EA	24	$ -	$ -	$ 9.79	$ 234.96	$ 10.80	$ 259.20	$ 9.78	$ 234.72
319	XT6QSP	MOTORCRAFT	TRANSMISSION FLUID	EA	24	$ 8.99	$ 215.76	$ 9.19	$ 220.56	$ 7.80	$ 187.20	$ 107.89	$ 2,589.36
320	53553	GROTE	TURN SIGNAL	EA	18	$ -	$ -	$ 30.59	$ 550.62	$ 12.45	$ 224.10	$ 21.68	$ 390.24
321	G5092	GROTE	TURN/TAIL LAMP	EA	18	$ -	$ -	$ 96.89	$ 1,744.02	$ 63.98	$ 1,151.64	$ 70.53	$ 1,269.54
322	5-718X	SPICER	U-JOINT	EA	24	$ -	$ -	$ 14.79	$ 354.96	$ 15.18	$ 364.32	$ 26.36	$ 632.64
323	M506	GUNK	WASHER FLUID	EA	120	$ -	$ -	$ 1.64	$ 196.80	$ 2.25	$ 270.00	$ 1.29	$ 154.80
324	KIN16	GUNK	WASHER FLUID	EA	24	$ -	$ -	$ 1.64	$ 39.36	$ 25.20	$ 604.80	$ 29.95	$ 718.80
325	8-2221	AC DELCO	WIPER	EA	72	$ -	$ -	$ 6.69	$ 481.68	$ 5.99	$ 431.28	$ 7.23	$ 520.56
326	WW1109	MOTORCRAFT	WIPER BLADE	EA	42	$ 11.36	$ 448.49	$ 8.70	$ 365.40	$ 5.99	$ 251.58	$ 11.36	$ 477.12
327	8-4428	AC DELCO	WIPER BLADE	EA	30	$ -	$ -	$ 6.69	$ 200.70	$ 5.99	$ 179.70	$ 7.33	$ 219.90
328	8-4424	AC DELCO	WIPER BLADE	EA	30	$ -	$ -	$ 6.69	$ 200.70	$ 5.99	$ 179.70	$ 3.54	$ 106.20
329	8-4422	AC DELCO	WIPER BLADE	EA	54	$ -	$ -	$ 6.69	$ 361.26	$ 5.99	$ 323.46	$ 3.54	$ 191.16
330	8-4421	AC DELCO	WIPER BLADE	EA	48	$ -	$ -	$ 6.69	$ 321.12	$ 5.99	$ 287.52	$ 3.54	$ 169.92
331	8-4420	AC DELCO	WIPER BLADE	EA	60	$ -	$ -	$ 6.69	$ 401.40	$ 5.99	$ 359.40	$ 3.54	$ 212.40
332	8-4419	AC DELCO	WIPER BLADE	EA	90	$ -	$ -	$ 5.35	$ 481.50	$ 5.99	$ 539.10	$ 3.54	$ 318.60
333	8-4418	AC DELCO	WIPER BLADE	EA	36	$ -	$ -	$ 5.35	$ 192.60	$ 5.99	$ 215.64	$ 3.54	$ 127.44
334	8-4417	AC DELCO	WIPER BLADE	EA	30	$ -	$ -	$ 5.35	$ 160.50	$ 5.99	$ 179.70	$ 3.54	$ 106.20
335	8-4416	AC DELCO	WIPER BLADE	EA	18	$ -	$ -	$ 5.35	$ 96.30	$ 5.99	$ 107.82	$ 3.54	$ 63.72
336	8-212E	AC DELCO	WIPER BLADE	EA	18	$ -	$ -	$ 8.70	$ 156.60	$ 9.37	$ 168.66	$ 8.04	$ 144.72
337	52-20	ANCO	WIPER BLADE	EA	30	$ -	$ -	$ 8.03	$ 240.90	$ 9.78	$ 293.40	$ 10.97	$ 329.10
338	G1003	GROTE	YELLOW 2 1/2 CLEARANCE	EA	24	$ -	$ -	$ 13.84	$ 332.16	$ 11.72	$ 281.28	$ 9.65	$ 231.60
339	45933	GROTE	YELLOW TWO-BULB	EA	18	$ -	$ -	$ 3.81	$ 68.58	$ 5.94	$ 106.92	$ 3.57	$ 64.26
			TOTAL: ANNUAL BID PRICING			**$**	**37,618.37**	**$**	**156,644.22**	**$**	**168,439.68**	**$**	**169,683.19**
			TOTAL: AWARD AMOUNT (3-YEAR TERM)			**$**	**107,975.05**	**$**	**361,810.44**				

12/13/21: Notice of Intent to Award to Ford of Ocala (Gary Yeomans Ford Lincoln of Ocala) and Advance Stores Company, Inc. (Advance Auto Parts) for yellow shaded items pending City Council approval.

NOTE:	*Red line items are rejected substitutions.*	*Green line items are accepted substitutions.*

AGREEMENT TO PROVIDE CONSIGNMENT AUTO PARTS INVENTORY SERVICES

THIS AGREEMENT TO PROVIDE CONSIGNMENT AUTO PARTS INVENTORY SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TT OF OCALA, LLC, D/B/A GARY YEOMANS FORD LINCOLN OF OCALA.**, a limited liability company duly organized in and authorized to do business in the state of Florida (EIN: 87-2756768) ("Vendor").

WHEREAS, on August 31, 2021, the City of Ocala issued an Invitation to Bid ("ITB") for the provision of specified automotive equipment parts at the City of Ocala's Fleet Management Parts Room on consignment, ITB No.: FLT/210774 (the "Solicitation"); and

WHEREAS, four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid for OEM (Original Equipment Manufacturer) parts submitted by Vendor was the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide OEM automotive parts to the City of Ocala's Fleet Management Parts Room on consignment ("Services").

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The contract documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the bid submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

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

      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.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and

the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** The highest total compensation payable to Vendor by City under this Agreement for the timely and satisfactory performance of services in compliance with the Contract Documents shall be **ONE HUNDRED SEVEN THOUSAND, NINE HUNDRED SEVENTY-FIVE AND 10/100 DOLLARS ($107,975)** (the "Maximum Limiting Amount"). The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
   A. **Pricing**. Vendor shall be compensated in accordance with the pricing schedule set forth in the attached **Exhibit B – Price Proposal**.
   B. **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 Fleet Management Department**, Attn: **John King, 1805 NE 30th Avenue, Bldg. 200, Ocala, Florida 34470**, E-mail: **jking@ocalafl.org**.
   C. **Parts Itemization Report**. A report itemizing all parts provided during the preceding month must be submitted with each pay request and include part description, part number, quantity, and cost. This report will serve as support for payment to Vendor and the basis for payment in the event that the project is suspended or abandoned.
   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 Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
   F. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

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

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **FEBRUARY 16, 2022** and continue for a term of **THREE (3)** years, through and including **FEBRUARY 15, 2025**. This Agreement may be renewed for up to **TWO (2)** additional, **ONE-YEAR** (1-year) periods by written consent between City and Vendor.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States 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. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and products provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager (the "Project Manager").
   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, 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 Vendor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of

what is to be performed under this Agreement and shall not extend to the actual execution of the Services.

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

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

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

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

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

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

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

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

C. **City's Remedies Upon Vendor Default**. In the event Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
   (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; and (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

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

9. **WARRANTY**. Vendor warrants that all goods furnished under this Agreement, whether manufactured or fabricated by Vendor or a third party shall be new and of the type and quality required in accordance with the Contract Documents. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (i) **ONE (1)** year from the date furnished; or (ii) the period of warranty provided by any supplier or manufacturer. Any and all written manufacturers' warranties for materials supplied must be provided to the City's Project Manager before final payment will be authorized.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall

be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.

12. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
    A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
13. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

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

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

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

15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure 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 shall name City as an additional insured under the insurance policy.

16. **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:

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 Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. Vendor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

18. **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 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. 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 at least A or greater. Certificates of Insurance must be forwarded to: **City of Ocala, Contracting Department, 3rd Floor, 110 SE Watula Ave, Ocala, FL 34471, E-Mail:** vendors@ocalafl.org prior to the commencement of work**.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration.

*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.

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 and 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.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against 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.
21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.
22. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or

employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all 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.
26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt

or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
28. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
29. **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.
30. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any

affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
33. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
34. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Gary Yeomans Ford Lincoln of Ocala
Attention: Trent Bickford
2816 NW Pine Avenue
Ocala, Florida 34475
Phone: 352-732-4800
E-mail: tbickford@dagmail.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.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
E-mail: rbatsel@lawyersocala.com

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR

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

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

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

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

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

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

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

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

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

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

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

48. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for 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

TT OF OCALA, LLC D/B/A GARY YEOMANS FORD LINCOLN OF OCALA

_____

By: _____
(Printed Name)

_____
(Title)

BACKGROUND

1. Vendor shall provide, on consignment, a stock of specified automotive parts at the City of Ocala's Fleet Management parts room located at 1805 NE 30th Avenue, Building 200, Ocala, FL 34470.
2. Vendor shall provide: electrical parts; filters; brake system parts; steering and suspension parts; and oil and lubricants. The City agrees to purchase consignment parts **after** the items are issued for repairs.

DELIVERY

1. Parts shall be delivered or shipped to Fleet Management, 1805 NE 30th Avenue, Building 200, Ocala, FL 34470.
2. Scheduling of all deliveries shall be coordinated with the City's Fleet Parts Manager.

LEAD TIME

1. The maximum acceptable lead time on non-stock parts is twenty-four (24) hours. If parts are back ordered, Vendor shall notify Fleet Parts Coordinator at (352) 351-6766, immediately.

WORK SUMMARY AND HOURS

1. Vendor shall perform the following services for the City of Ocala:
   A. Fully stock approved inventory within ten (10) business days of contract commencement.
   B. Maintain an on-site minimum parts fill rate of ninety-five percent (95%)
   C. Provide parts that are not "in stock" within twenty-four (24) hours. If a part is back ordered, Vendor shall immediately notify Fleet Parts Coordinator.
   D. Conduct necessary cycle counts monthly and adjust inventory levels appropriately.
   E. Accept responsibility for any shortages in inventory levels and take immediate action to rectify. Vendor shall replenish stock as parts are used. (Shortage is defined as an on-site fill rate of less than 95%.)
   F. Vendor will **NOT** be held responsible for missing parts.
   G. Conduct a weekly bin inventory audit and invoice reconciliation.
   H. Administer all warranty claims for defective parts. If a part is defective or inferior, Vendor shall provide a replacement part during the warranty period (or a refund) at no additional cost to the City.
2. **Part Requirements:** Quality of all parts must be new and meet or exceed the quality of the parts furnished by the original equipment manufacturer (OEM).

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City's Fleet Parts Coordinator. The telephone must be answered during normal working hours or voicemail must be available to take a message.
2. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
3. Vendor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
4. Vendor 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. All company vehicles and shirts must have a visible company name/logo.
7. Vendor is fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees and sub-contractors.

CITY OF OCALA RESPONSIBILITIES

City shall furnish the following services/data to the Vendor for the performance of services:

1. Grant Vendor access to Fleet Management's secured parts room during normal business hours (Monday through Friday, 7:00 AM to 5:00 PM) to stock and replenish agreed upon inventory. The parts room shall be managed by the Fleet Parts Coordinator.
2. Fleet Director (John King, 352-351-6648, jking@ocalafl.org) must approve all new product lines or changes before introduction to City fleet for use.
3. City may, at any time, discontinue use or specify part brand, type, and quantity to stock as inventory.

WARRANTY

Vendor shall provide all manufacturer warranty documentation to Fleet Parts Coordinator.

EXHIBIT B - PRICE PROPOSAL				CONTRACT# FLT/210774B		
Gary Yeomans Ford Lincoln of Ocala						
Auto Parts Consignment Inventory						
PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	MFR UNIT PRICE	MFR MARK-UP	FINAL UNIT PRICE
FA1902	BALDWIN	AIR FILTER	EA	$ 23.82	-6%	**$ 22.39**
FA1778	MOTORCRAFT	AIR FILTER	EA	$ 47.50	-6%	**$ 44.65**
VCG13	MOTORCRAFT	ANTIFREEZE	EA	$ 12.95	0%	**$ 12.95**
WW2600	MOTORCRAFT	BLADE ASY WIP	EA	$ 11.36	-6%	**$ 10.68**
WW2501	MOTORCRAFT	BLADE ASY WIP	EA	$ 11.36	-6%	**$ 10.68**
WW2206	MOTORCRAFT	BLADE ASY WIP	EA	$ 11.36	-6%	**$ 10.68**
WW2043	MOTORCRAFT	BLADE ASY WIP	EA	$ 11.36	-6%	**$ 10.68**
BRF1475	MOTORCRAFT	BRAKE PAD SET	EA	$ 60.50	-6%	**$ 56.87**
BRF1383	MOTORCRAFT	BRAKE PAD SET	EA	$ 49.99	-6%	**$ 46.99**
BRRF318	MOTORCRAFT	BRAKE ROTOR	EA	$ 88.20	-6%	**$ 82.91**
BRRF271	MOTORCRAFT	BRAKE ROTOR	EA	$ 41.96	-6%	**$ 39.44**
BRRF267	MOTORCRAFT	BRAKE ROTOR	EA	$ 47.70	-6%	**$ 44.84**
BRRF266	MOTORCRAFT	BRAKE ROTOR	EA	$ 55.75	-6%	**$ 52.41**
BRR245	MOTORCRAFT	BRAKE ROTOR	EA	$ 39.99	-6%	**$ 37.59**
WR6133	MOTORCRAFT	COIL ON PLUG BOOT	EA	$ 4.77	-6%	**$ 4.48**
FD4625AA	MOTORCRAFT	ELEMENT	EA	$ 60.00	-6%	**$ 56.40**
FA1927	MOTORCRAFT	ELEMENT ASY - A	EA	$ 52.70	-6%	**$ 49.54**
ZC20	MOTORCRAFT	ENGINE DEGREASER	EA	$ 3.66	8%	**$ 3.95**
ZD152	MOTORCRAFT	GLOWPLUG	EA	$ 9.39	-6%	**$ 8.83**
DG520	MOTORCRAFT	IGNITION COIL	EA	$ 69.90	-6%	**$ 65.71**
DG511	MOTORCRAFT	IGNITION COIL	EA	$ 40.90	-6%	**$ 38.45**
DG508	MOTORCRAFT	IGNITION COIL	EA	$ 39.70	-6%	**$ 37.32**
VC7B	MOTORCRAFT	MOTORCRAFT ANTI FREEZE	EA	$ 14.82	0%	**$ 14.82**
VC3B	MOTORCRAFT	MOTORCRAFT ANTI FREEZE	EA	$ 12.95	0%	**$ 12.95**
FL500S	MOTORCRAFT	OIL FILTER	EA	$ 3.91	-6%	**$ 3.68**
QFL17	OMNICRAFT	OIL FILTER	EA	$ 2.98	8%	**$ 3.22**
QFL25	OMNICRAFT	OIL FILTER	EA	$ 2.98	8%	**$ 3.22**
QFL26	OMNICRAFT	OIL FILTER	EA	$ 2.98	8%	**$ 3.22**
QFL10	OMNICRAFT	OIL FILTER	EA	$ 7.49	8%	**$ 8.09**
FL910S	MOTORCRAFT	OIL FILTER	EA	$ 3.27	-6%	**$ 3.07**
FL820S	MOTORCRAFT	OIL FILTER	EA	$ 3.27	-6%	**$ 3.07**
FL500S	MOTORCRAFT	OIL FILTER	EA	$ 3.91	-6%	**$ 3.68**
FL400S	MOTORCRAFT	OIL FILTER	EA	$ 3.12	-6%	**$ 2.93**
FL2051S	MOTORCRAFT	OIL FILTER	EA	$ 14.41	-6%	**$ 13.55**
FL2016	MOTORCRAFT	OIL FILTER	EA	$ 17.66	-6%	**$ 16.60**
FL1995	MOTORCRAFT	OIL FILTER	EA	$ 8.72	-6%	**$ 8.20**

EXHIBIT B - PRICE PROPOSAL						CONTRACT# FLT/210774B
Gary Yeomans Ford Lincoln of Ocala						
Auto Parts Consignment Inventory						
PART NUMBER	**MANUFACTURER**	**DESCRIPTION**	**UOM**	**MFR UNIT PRICE**	**MFR MARK-UP**	**FINAL UNIT PRICE**
WPT1247	MOTORCRAFT	PIGTAIL	EA	$ 11.00	-6%	**$ 10.34**
BRRF65	MOTORCRAFT	ROTOR	EA	$ 123.00	-6%	**$ 115.62**
SP580	MOTORCRAFT	SPARK PLUG	EA	$ 7.04	0%	**$ 7.04**
SP546	MOTORCRAFT	SPARK PLUG	EA	$ 9.58	0%	**$ 9.58**
SP520	MOTORCRAFT	SPARK PLUG	EA	$ 3.53	0%	**$ 3.53**
SP509	MOTORCRAFT	SPARK PLUG	EA	$ 8.17	0%	**$ 8.17**
SP413	MOTORCRAFT	SPARK PLUG	EA	$ 2.10	0%	**$ 2.10**
SP412	MOTORCRAFT	SPARK PLUG	EA	$ 2.10	0%	**$ 2.10**
SP405	MOTORCRAFT	SPARK PLUG	EA	$ 3.21	0%	**$ 3.21**
SP400	MOTORCRAFT	SPARK PLUGS	EA	$ 2.10	0%	**$ 2.10**
TPMS12	MOTORCRAFT	TPMS	EA	$ 45.99	-6%	**$ 43.23**
XT6QSP	MOTORCRAFT	TRANSMISSION FLUID	EA	$ 8.99	0%	**$ 8.99**
WW1109	MOTORCRAFT	WIPER BLADE	EA	$ 11.36	-6%	**$ 10.68**

AGREEMENT TO PROVIDE CONSIGNMENT AUTO PARTS INVENTORY SERVICES

THIS AGREEMENT TO PROVIDE CONSIGNMENT AUTO PARTS INVENTORY SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ADVANCE STORES COMPANY, INCORPORATED d/b/a ADVANCE AUTO PARTS**, a for-profit corporation duly organized in North Carolina and authorized to do business in the State of Florida (EIN: 54-0118110) ("Vendor").

WHEREAS, on August 31, 2021, the City of Ocala issued an Invitation to Bid ("ITB") for the provision of specified automotive equipment parts at the City of Ocala's Fleet Management Parts Room on consignment, ITB No.: FLT/210774 (the "Solicitation"); and

WHEREAS, four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid for non-OEM (Original Equipment Manufacturer) parts submitted by Vendor was the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide non-OEM automotive parts to the City of Ocala's Fleet Management Parts Room on consignment ("Services").

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The contract documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the bid submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-2)
      Exhibit B: Price Proposal (B-1 through B-8)

      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.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and

the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** The highest total compensation payable to Vendor by City under this Agreement for the timely and satisfactory performance of services in compliance with the Contract Documents shall be **THREE HUNDRED SIXTY-ONE THOUSAND, EIGHT HUNDRED TEN AND NO/100 DOLLARS ($361,810)** (the "Maximum Limiting Amount"). The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
   A. **Pricing**. Vendor shall be compensated in accordance with the pricing schedule set forth in the attached **Exhibit B – Price Proposal**.
   B. **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 Fleet Management Department**, Attn: **John King, 1805 NE 30th Avenue, Bldg. 200, Ocala, Florida 34470**, E-mail: **jking@ocalafl.org**.
   C. **Parts Itemization Report**. A report itemizing all parts provided during the preceding month must be submitted with each pay request and include part description, part number, quantity, and cost. This report will serve as support for payment to Vendor and the basis for payment in the event that the project is suspended or abandoned.
   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 Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
   F. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

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

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **FEBRUARY 15, 2022** and continue for a term of **THREE (3)** years, through and including **FEBRUARY 14, 2025**. This Agreement may be renewed for up to **TWO (2)** additional, **ONE-YEAR** (1-year) periods by written consent between City and Vendor.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States 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. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and products provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager (the "Project Manager").
   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, 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 Vendor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of

what is to be performed under this Agreement and shall not extend to the actual execution of the Services.

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

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

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

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

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

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

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

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

C. **City's Remedies Upon Vendor Default**. In the event Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
   (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; and (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

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

9. **WARRANTY**. Vendor warrants that all goods furnished under this Agreement, whether manufactured or fabricated by Vendor or a third party shall be new and of the type and quality required in accordance with the Contract Documents. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (i) **ONE (1)** year from the date furnished; or (ii) the period of warranty provided by any supplier or manufacturer. Any and all written manufacturers' warranties for materials supplied must be provided to the City's Project Manager before final payment will be authorized.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall

be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.

12. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
    A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
13. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

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

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

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

15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure 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 shall name City as an additional insured under the insurance policy.

16. **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:

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 Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. Vendor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

18. **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 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. 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 at least A or greater. Certificates of Insurance must be forwarded to: **City of Ocala, Contracting Department, 3rd Floor, 110 SE Watula Ave, Ocala, FL 34471, E-Mail:** vendors@ocalafl.org prior to the commencement of work**.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration.

*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.

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 and 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.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against 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.
21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.
22. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or

employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all 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.
26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt

or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
28. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
29. **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.
30. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any

affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
33. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
34. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Advance Stores Company, Incorporated d/b/a Advance Auto Parts Attention: Laura Payne 26 NW 10th Street Ocala, Florida 34475 Phone: 919-573-3004 E-mail: laura.payne@advance-auto.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. Gooding & Batsel, PLLC 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-579-6536 E-mail: rbatsel@lawyersocala.com

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED

HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

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

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

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

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

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

43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any

third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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

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

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

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

48. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for 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

ADVANCE STORES COMPANY
D/B/A ADVANCE AUTO PARTS

_____

By: _____
(Printed Name)

_____
(Title)

BACKGROUND

1. Vendor shall provide, on consignment, a stock of specified automotive parts at the City of Ocala's Fleet Management parts room located at 1805 NE 30th Avenue, Building 200, Ocala, FL 34470.
2. Vendor shall provide: electrical parts; filters; brake system parts; steering and suspension parts; and oil and lubricants. The City agrees to purchase consignment parts **after** the items are issued for repairs.

DELIVERY

1. Parts shall be delivered or shipped to Fleet Management, 1805 NE 30th Avenue, Building 200, Ocala, FL 34470.
2. Scheduling of all deliveries shall be coordinated with the City's Fleet Parts Manager.

LEAD TIME

1. The maximum acceptable lead time on non-stock parts is twenty-four (24) hours. If parts are back ordered, Vendor shall notify Fleet Parts Coordinator at (352) 351-6766, immediately.

WORK SUMMARY AND HOURS

1. Vendor shall perform the following services for the City of Ocala:
   A. Fully stock approved inventory within ten (10) business days of contract commencement.
   B. Maintain an on-site minimum parts fill rate of ninety-five percent (95%)
   C. Provide parts that are not "in stock" within twenty-four (24) hours. If a part is back ordered, Vendor shall immediately notify Fleet Parts Coordinator.
   D. Conduct necessary cycle counts monthly and adjust inventory levels appropriately.
   E. Accept responsibility for any shortages in inventory levels and take immediate action to rectify. Vendor shall replenish stock as parts are used. (Shortage is defined as an on-site fill rate of less than 95%.)
   F. Vendor will **NOT** be held responsible for missing parts.
   G. Conduct a weekly bin inventory audit and invoice reconciliation.
   H. Administer all warranty claims for defective parts. If a part is defective or inferior, Vendor shall provide a replacement part during the warranty period (or a refund) at no additional cost to the City.
2. **Part Requirements:** Quality of all parts must be new and meet or exceed the quality of the parts furnished by the original equipment manufacturer (OEM).

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City's Fleet Parts Coordinator. The telephone must be answered during normal working hours or voicemail must be available to take a message.
2. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
3. Vendor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
4. Vendor 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. All company vehicles and shirts must have a visible company name/logo.
7. Vendor is fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees and sub-contractors.

CITY OF OCALA RESPONSIBILITIES

City shall furnish the following services/data to the Vendor for the performance of services:

1. Grant Vendor access to Fleet Management's secured parts room during normal business hours (Monday through Friday, 7:00 AM to 5:00 PM) to stock and replenish agreed upon inventory. The parts room shall be managed by the Fleet Parts Coordinator.
2. Fleet Director (John King, 352-351-6648, jking@ocalafl.org) must approve all new product lines or changes before introduction to City fleet for use.
3. City may, at any time, discontinue use or specify part brand, type, and quantity to stock as inventory.

WARRANTY

Vendor shall provide all manufacturer warranty documentation to Fleet Parts Coordinator.

EXHIBIT B - PRICE PROPOSAL				CONTRACT# FLT/210774A
General Parts Distribution, LLC (Carquest by Advance)				
Auto Parts Consignment Inventory				
PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	UNIT PRICE
BR310	LITTLEFUSE	10A UNIV CIRCUIT BRKR	EA	$ 6.03
44530	GROTE	2 TERMINAL 12-LAMP FLASHER	EA	$ 10.19
40153-3	GROTE	3 1/2 YELLOW CENTER	EA	$ 1.69
12014-5	GROTE	3 3/4 STICK ON MIRROR	EA	$ 1.69
67050	GROTE	6 LONG	EA	$ 1.52
F690-32	FRAM	75-140 GEAR OIL QT	EA	$ 13.79
F685-32	FRAM	75-90 GEAR OIL	EA	$ 12.87
F780-32	FRAM	80-90 GEAR OIL QT	EA	$ 6.89
F-501	PRESTONE	AC DELCO ANTI FREEZE	EA	$ 18.82
96327	CARQUEST/BALDWIN	AIR DRYER	EA	$ 30.44
88433	CARQUEST/BALDWIN	AIR FILTER	EA	$ 22.39
90273P	CARQUEST/BALDWIN	AIR FILTER	EA	$ 4.72
88814	CARQUEST/BALDWIN	AIR FILTER	EA	$ 6.92
83883	CARQUEST/BALDWIN	AIR FILTER	EA	$ 8.04
88935	CARQUEST/BALDWIN	AIR FILTER	EA	$ 6.29
87043	CARQUEST/BALDWIN	AIR FILTER	EA	$ 3.98
87793	CARQUEST/BALDWIN	AIR FILTER	EA	$ 5.94
89780	CARQUEST/BALDWIN	AIR FILTER	EA	$ 5.42
87484	CARQUEST/BALDWIN	AIR FILTER	EA	$ 5.94
88253	CARQUEST/BALDWIN	AIR FILTER	EA	$ 6.64
88418	CARQUEST/BALDWIN	AIR FILTER	EA	$ 9.44
88935	CARQUEST/BALDWIN	AIR FILTER	EA	$ 6.29
88144	CARQUEST/BALDWIN	AIR FILTER	EA	$ 5.17
87488	CARQUEST/BALDWIN	AIR FILTER	EA	$ 8.04
83115	CARQUEST/BALDWIN	AIR FILTER	EA	$ 6.99
87729	CARQUEST/BALDWIN	AIR FILTER	EA	$ 8.74
87487	CARQUEST/BALDWIN	AIR FILTER	EA	$ 9.44
88440	CARQUEST/BALDWIN	AIR FILTER	EA	$ 9.44
88117	CARQUEST/BALDWIN	AIR FILTER	EA	$ 7.69
00272-1LLAC	TOYOTA	ANTIFREEZE	EA	$ 26.59
WA14-5033	EUCLID	AXLE FLANGE GASKETS	EA	$ 0.96
180.1061	AUTOMANN	AXLE FLANGE GASKETS	EA	$ 1.11
370003A	NATIONAL	AXLE SEAL	EA	$ 32.24
96850	CARQUEST/BALDWIN	BALDWIN FILTER	EA	$ 21.69
410-95584	CARQUEST PREMIUM	BALL JOINT	EA	$ 30.70
94RH7	DIEHARD GOLD	BATTERY	EA	$ 116.57
78FT-2	DIEHARD GOLD	BATTERY	EA	$ 116.57
65-2	DIEHARD GOLD	BATTERY	EA	$ 116.57

EXHIBIT B - PRICE PROPOSAL				CONTRACT# FLT/210774A
General Parts Distribution, LLC (Carquest by Advance)				
Auto Parts Consignment Inventory				
PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	UNIT PRICE
48H6	DIEHARD GOLD	BATTERY	EA	$ 116.57
31P30	DIEHARD HEAVY DUTY	BATTERY	EA	$ 82.40
31S30	DIEHARD HEAVY DUTY	BATTERY	EA	$ 82.40
82180	PERMATEX	BLACK ULTRA SILICONE	EA	$ 7.81
GC3030LCW	HALDEX	BRAKE CHAMBER-GOLD SEAL-3030	EA	$ 89.59
W7341	CARQUEST	BRAKE CLEAN	EA	$ 2.61
151.6603BA	AUTOMANN	BRAKE DRUM	EA	$ 228.20
151.6701BA	AUTOMANN	BRAKE DRUM	EA	$ 140.75
151.6700BA	AUTOMANN	BRAKE DRUM 3600AX	EA	$ 79.99
W20013	CARQUEST	BRAKE FLUID 12 OZ	EA	$ 3.67
W20014	CARQUEST	BRAKE FLUID 32 OZ	EA	$ 5.97
CB4725ES2G	HALDEX	BRAKE SHOE KIT	EA	$ 72.79
CB4715QG	HALDEX	BRAKE SHOE KIT	EA	$ 65.59
CB4709ES2G	HALDEX	BRAKE SHOE KIT	EA	$ 53.59
CB4718QG	HALDEX	BRAKE SHOE KIT	EA	$ 75.99
BZ1015	GROTE	BRITE ZONE LIGHT	EA	$ 40.36
85660	CARQUEST/BALDWIN	BY PASS LUBE SPIN ON	EA	$ 15.39
WA107794	WORLD AMERICAN	CARTRIDGE ASM	EA	$ 23.59
82-2217	GROTE	CIRCUIT BREAKER	EA	$ 48.49
45811	GROTE	CLEAR 2 1/2 ROUND UTI	EA	$ 3.39
62271	GROTE	CLEAR 4 TORISON MOUNT	EA	$ 7.64
80050	PERMATEX	CLEAR SILICONE	EA	$ 8.08
96679	CARQUEST/BALDWIN	DEF FILTER	EA	$ 26.59
457	PEAK/FRAM	DIESEL EXH FLUID 2.5 GAL	EA	$ 10.11
97027	DORMAN	DRAIN PLUG GASKET	EA	$ 1.60
97026	DORMAN	DRAIN PLUG GASKET	EA	$ 1.60
97025	DORMAN	DRAIN PLUG GASKET	EA	$ 3.47
97022	DORMAN	DRAIN PLUG GASKET	EA	$ 3.47
97021	DORMAN	DRAIN PLUG GASKET	EA	$ 2.16
97019	DORMAN	DRAIN PLUG GASKET	EA	$ 5.21
97018	DORMAN	DRAIN PLUG GASKET	EA	$ 10.43
97016	DORMAN	DRAIN PLUG GASKET	EA	$ 0.86
97010	DORMAN	DRAIN PLUG GASKET	EA	$ 6.30
97005	DORMAN	DRAIN PLUG GASKET	EA	$ 8.69
97004	DORMAN	DRAIN PLUG GASKET	EA	$ 0.33
97003	DORMAN	DRAIN PLUG GASKET	EA	$ 4.34
97002	DORMAN	DRAIN PLUG GASKET	EA	$ 5.21
97001	DORMAN	DRAIN PLUG GASKET	EA	$ 0.33

EXHIBIT B - PRICE PROPOSAL				CONTRACT# FLT/210774A
General Parts Distribution, LLC (Carquest by Advance)				
Auto Parts Consignment Inventory				
PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	UNIT PRICE
95154	DORMAN	DRAIN PLUG GASKET	EA	$ 1.99
95015	DORMAN	DRAIN PLUG GASKET	EA	$ 1.20
95014	DORMAN	DRAIN PLUG GASKET	EA	$ 5.21
95010	DORMAN	DRAIN PLUG GASKET	EA	$ 1.73
95004	DORMAN	DRAIN PLUG GASKET	EA	$ 2.94
95001	DORMAN	DRAIN PLUG GASKET	EA	$ 5.21
93604	3M	ELEC TAPE	EA	$ 1.81
87323	CARQUEST/BALDWIN	FILTER	EA	$ 9.09
86011	CARQUEST/BALDWIN	FILTER	EA	$ 2.20
86697	CARQUEST/BALDWIN	FILTER	EA	$ 9.44
86032	CARQUEST/BALDWIN	FILTER	EA	$ 1.39
95000	CARQUEST/BALDWIN	FILTER	EA	$ 30.79
85970MP	CARQUEST/BALDWIN	FILTER	EA	$ 10.84
44710	GROTE	FLASHER	EA	$ 32.29
A30R134A	PROVEN VALUE	FREON	EA	$ 119.99
62691	GROTE	FROSTED CLEAR 4 TORISON MOUNT	EA	$ 52.69
86695	CARQUEST/BALDWIN	FUEL FILTER	EA	$ 11.89
86651XE	CARQUEST/BALDWIN	FUEL FILTER	EA	$ 11.89
86721	CARQUEST/BALDWIN	FUEL FILTER	EA	$ 12.59
86243	CARQUEST/BALDWIN	FUEL FILTER	EA	$ 5.87
96092	CARQUEST/BALDWIN	FUEL FILTER	EA	$ 11.89
86595	CARQUEST/BALDWIN	FUEL FILTER	EA	$ 3.67
86338	CARQUEST/BALDWIN	FUEL FILTER	EA	$ 7.69
86195	CARQUEST/BALDWIN	FUEL FILTER	EA	$ 5.94
86995	CARQUEST/BALDWIN	FUEL FILTER	EA	$ 21.34
86604	CARQUEST/BALDWIN	FUEL FILTER	EA	$ 21.69
86296	CARQUEST/BALDWIN	FUEL FILTER	EA	$ 4.86
96717	CARQUEST/BALDWIN	FUEL SPIN-ON	EA	$ 28.69
LJCA030.XP	LITTLEFUSE	FUSE	EA	$ 3.24
MIC2030.VP	LITTLEFUSE	FUSE	EA	$ 0.65
MIC2020.VP	LITTLEFUSE	FUSE	EA	$ 0.65
MIC2010.VP	LITTLEFUSE	FUSE	EA	$ 0.65
MIC207.5VP	LITTLEFUSE	FUSE	EA	$ 0.69
0MIN005.VP	LITTLEFUSE	FUSE	EA	$ 0.52
0MIN030.VP	LITTLEFUSE	FUSE	EA	$ 0.52
MIN25	LITTLEFUSE	FUSE	EA	$ 0.57
MIN20	LITTLEFUSE	FUSE	EA	$ 0.58
0MIN015.VP	LITTLEFUSE	FUSE	EA	$ 0.58

EXHIBIT B - PRICE PROPOSAL				CONTRACT# FLT/210774A
General Parts Distribution, LLC (Carquest by Advance)				
Auto Parts Consignment Inventory				
PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	UNIT PRICE
0MIN010.VP	LITTLEFUSE	FUSE	EA	$ 0.58
0ATO005.V	LITTLEFUSE	FUSE	EA	$ 0.64
0ATO004.V	LITTLEFUSE	FUSE	EA	$ 0.64
0ATO003.VP	LITTLEFUSE	FUSE	EA	$ 0.58
0ATO003.VP	LITTLEFUSE	FUSE	EA	$ 0.58
0ATO025.V	LITTLEFUSE	FUSE	EA	$ 0.64
0ATO020.V	LITTLEFUSE	FUSE	EA	$ 0.64
82-2209	GROTE	FUSE HOLDER	EA	$ 2.78
330-3009	STEMCO	GASKET	EA	$ 1.34
179.1001	AUTOMANN	GLADHAND	EA	$ 3.43
179.1002	AUTOMANN	GLADHAND	EA	$ 3.43
179.1012	AUTOMANN	GLADHAND SEAL	EA	$ 0.76
5401	CRC	GLASS CLEANER	EA	$ 2.56
WA284358	WORLD AMERICAN	GOVERNOR	EA	$ 10.39
F101	FRAM	GREEN ANTI FREEZE	EA	$ 14.24
AFC10000	PRESTONE	HD ANTI FREEZE (DIESEL)	EA	$ 18.04
67-261	TRICO	HD WIPER BLADE	EA	$ 17.41
61-220	TRICO	HD WIPER BLADE	EA	$ 16.74
H4656BX	SYLVANIA	HEADLAMP BULB	EA	$ 7.69
CQ-9012LL	CARQUEST	HEADLAMP BULB	EA	$ 6.85
CQ-9008	CARQUEST	HEADLAMP BULB	EA	$ 8.20
CQ-9005	CARQUEST	HEADLAMP BULB	EA	$ 3.99
CQ-9004	CARQUEST	HEADLAMP BULB	EA	$ 4.00
CQ-9003	CARQUEST	HEADLAMP BULB	EA	$ 3.99
CQ1727	THERMOID	HEATER HOSE	EA	$ 1.10
CQ1726	THERMOID	HEATER HOSE	EA	$ 1.10
77931	GROTE	HIDEAWAY STROBE	EA	$ 152.14
10005	LUCAS	HIGH TEMP TUBE GREASE	EA	$ 6.24
CQ334150	THERMOID	HOSE	EA	$ 0.79
CQ334050	THERMOID	HOSE	EA	$ 0.79
CQ333950	THERMOID	HOSE	EA	$ 0.60
CQ24088	THERMOID	HOSE	EA	$ 1.31
CQ24078	THERMOID	HOSE	EA	$ 1.18
CQ24060	THERMOID	HOSE	EA	$ 1.18
5256061	CARQUEST	HOSE CLAMP	EA	$ 1.16
5248061	CARQUEST	HOSE CLAMP	EA	$ 1.16
5236061	CARQUEST	HOSE CLAMP	EA	$ 1.16
5232061	CARQUEST	HOSE CLAMP	EA	$ 0.83

EXHIBIT B - PRICE PROPOSAL				CONTRACT# FLT/210774A
General Parts Distribution, LLC (Carquest by Advance)				
Auto Parts Consignment Inventory				
PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	UNIT PRICE
5228061	CARQUEST	HOSE CLAMP	EA	$ 0.83
5224061	CARQUEST	HOSE CLAMP	EA	$ 0.83
5220061	CARQUEST	HOSE CLAMP	EA	$ 0.83
5216061	CARQUEST	HOSE CLAMP	EA	$ 0.83
5212061	CARQUEST	HOSE CLAMP	EA	$ 0.83
5210061	CARQUEST	HOSE CLAMP	EA	$ 0.83
5203061	CARQUEST	HOSE CLAMP	EA	$ 0.64
5202061	CARQUEST	HOSE CLAMP	EA	$ 0.64
340-009BK	NATIONAL	HUB CAP	EA	$ 11.84
94421-5	GROTE	LED HEADLAMP	EA	$ 101.99
46393	GROTE	LIGHT	EA	$ 4.92
4057LLBP2	SYLVANIA	LIGHT BULB	EA	$ 5.59
85912	DORMAN	LIGHTED LONG TOGGLE SW	EA	$ 4.91
85913	DORMAN	LIGHTED LONG TOGGLE SW	EA	$ 5.73
84678	CARQUEST/BALDWIN	LUBE FILTER	EA	$ 11.54
84047	CARQUEST/BALDWIN	LUBE FILTER	EA	$ 3.84
85748XD	CARQUEST/BALDWIN	LUBE FILTER	EA	$ 27.99
84744XD	CARQUEST/BALDWIN	LUBE FILTER	EA	$ 30.79
85748	CARQUEST/BALDWIN	LUBE FILTER	EA	$ 24.14
94347	CARQUEST/BALDWIN	LUBE FILTER ELEMENT	EA	$ 41.64
47122	GROTE	MARKER LITE	EA	$ 7.64
MIC207.5VP	LITTLEFUSE	MICRO II BLADE FUSE - 2	EA	$ 3.24
CQ-7528	CARQUEST	MINIATURE MULTI PK BOX	EA	$ 0.66
CQ-194	CARQUEST	MINIATURE BULB	EA	$ 0.33
CQ-921	CARQUEST	MINIATURE BULB	EA	$ 0.43
CQ-912	CARQUEST	MINIATURE BULB	EA	$ 0.55
CQ-906	CARQUEST	MINIATURE BULB	EA	$ 0.51
CQ-7443	CARQUEST	MINIATURE BULB	EA	$ 1.21
CQ-7440	CARQUEST	MINIATURE BULB	EA	$ 1.21
CQ-67	CARQUEST	MINIATURE BULB	EA	$ 0.43
CQ-37	CARQUEST	MINIATURE BULB	EA	$ 0.32
CQ-3457	CARQUEST	MINIATURE BULB	EA	$ 1.20
CQ-3157NA	CARQUEST	MINIATURE BULB	EA	$ 1.21
CQ-3157	CARQUEST	MINIATURE BULB	EA	$ 0.66
CQ-3156	CARQUEST	MINIATURE BULB	EA	$ 0.66
CQ-3057	CARQUEST	MINIATURE BULB	EA	$ 0.66
CQ-2057	CARQUEST	MINIATURE BULB	EA	$ 0.43
CQ-194NA	CARQUEST	MINIATURE BULB	EA	$ 0.64

EXHIBIT B - PRICE PROPOSAL				CONTRACT# FLT/210774A
General Parts Distribution, LLC (Carquest by Advance)				
Auto Parts Consignment Inventory				
PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	UNIT PRICE
CQ-194	CARQUEST	MINIATURE BULB	EA	$ 0.33
CQ-1893	CARQUEST	MINIATURE BULB	EA	$ 0.43
CQ-168	CARQUEST	MINIATURE BULB	EA	$ 0.66
11005	CARQUEST	MINIATURE BULB	EA	$ 1.49
CQ-7528	CARQUEST	MINIATURE BULB	EA	$ 0.66
CQ-1157NA	CARQUEST	MINIATURE BULB	EA	$ 0.84
CQ-1157	CARQUEST	MINIATURE BULB	EA	$ 0.44
CQ-1156	CARQUEST	MINIATURE BULB	EA	$ 0.55
CQ-1142	CARQUEST	MINIATURE BULB	EA	$ 0.40
CQ-1003	CARQUEST	MINIATURE BULB	EA	$ 0.39
DE3175LLBP2	SYLVANIA	MINIATURE BULB 2PK	EA	$ 4.19
28663	GROTE	MIRROR	EA	$ 14.69
12004	GROTE	MIRROR-STICK ON	EA	$ 1.26
24813	MOBIL 1	MOBIL 1 15W-50 QTS	EA	$ 9.19
562.102436	AUTOMANN	MUD FLAP STANDARD	EA	$ 13.64
2015	NGK	NGK STANDARD PLUG	EA	$ 2.33
090-059	DORMAN	OIL DRAIN PLUG	EA	$ 5.21
090-042	DORMAN	OIL DRAIN PLUG	EA	$ 6.08
85459	CARQUEST/BALDWIN	OIL FILTER	EA	$ 6.29
85791	CARQUEST/BALDWIN	OIL FILTER	EA	$ 7.34
84182	CARQUEST/BALDWIN	OIL FILTER	EA	$ 7.69
85799	CARQUEST/BALDWIN	OIL FILTER	EA	$ 17.49
85036HD	CARQUEST/BALDWIN	OIL FILTER	EA	$ 3.49
85516HD	CARQUEST/BALDWIN	OIL FILTER	EA	$ 3.84
96057	CARQUEST/BALDWIN	OIL FILTER	EA	$ 9.37
96872	CARQUEST/BALDWIN	PACCAR	EA	$ 51.79
16PB	BLASTER	PENETRANT BLASTER	EA	$ 5.32
359-5990	STEMCO	PLUG	EA	$ 2.84
99170	GROTE	PLUGS	EA	$ 5.94
590	FRAM	POWER STEERING FLUID QT	EA	$ 5.05
4320P	PURPLE POWER	PURPLE POWER CLEANER GL	EA	$ 7.35
SSB5	CARQUEST/STANDARD	PUSH BUTTON SWITCH	EA	$ 10.32
5103	CRC	QD ELECTRIC CLEANER	EA	$ 10.11
G1092	GROTE	RED 2 1/2 SURFACE-MOUNT	EA	$ 11.89
G1902	GROTE	RED HI COUNT 3-DIODE LED	EA	$ 8.32
47242	GROTE	RED LIGHT	EA	$ 7.64
53182	GROTE	RED PLASTIC HOUSING LAMP	EA	$ 65.44
90162	GROTE	RED REPLACEMENT LENS	EA	$ 2.54

EXHIBIT B - PRICE PROPOSAL				CONTRACT# FLT/210774A
General Parts Distribution, LLC (Carquest by Advance)				
Auto Parts Consignment Inventory				
PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	UNIT PRICE
27200	PERMATEX	RED THREAD LOCKER	EA	$ 6.95
178.254	AUTOMANN	RELAY	EA	$ 5.00
7480	3M	ROLOC DISC	EA	$ 1.29
1396	3M	ROLOC DISC	EA	$ 1.29
SF16	SEAFOAM	SEAFOAM MOTOR TREATMENT	EA	$ 11.03
SEM39683	NATIONAL	SELF ETCHING PRIMER	EA	$ 21.88
20925924	AC DELCO	SENSOR, TIRE PRESS IN	EA	$ 53.03
AC172	DIEHARD	SIDE BATT TERM	EA	$ 0.67
45134	DIEHARD	SIDE TERM BOLT	EA	$ 0.86
SG-4	LIQUID WRENCH	SIL-GLYDE	EA	$ 6.43
M914	LIQUID WRENCH	SILICONE SPRAY	EA	$ 5.05
135.S2830	AUTOMANN	SLACK ADJUSTER	EA	$ 87.99
868	CHAMPION	SMALL ENGINE PLUG	EA	$ 2.24
R44LTS6	AC DELCO	SPARK PLUG	EA	$ 2.69
6578	NGK	SPARK PLUG	EA	$ 2.24
7131	NGK	SPARK PLUG	EA	$ 2.69
6578	NGK	SPARK PLUG	EA	$ 2.24
5246	NGK	SPARK PLUG	EA	$ 3.59
4578	NGK	SPARK PLUG	EA	$ 3.51
41-993	AC DELCO	SPARK PLUG	EA	$ 8.09
41-993	AC DELCO	SPARK PLUG	EA	$ 8.09
41-962	AC DELCO	SPARK PLUG	EA	$ 7.64
41-962	AC DELCO	SPARK PLUG	EA	$ 7.64
41-834	AC DELCO	SPARK PLUG	EA	$ 7.10
41-834	AC DELCO	SPARK PLUG	EA	$ 7.10
3696	NGK	SPARK PLUG	EA	$ 2.51
3365	NGK	SPARK PLUG	EA	$ 3.59
1275	NGK	SPARK PLUG	EA	$ 3.51
530-30483	CARQUEST PREMIUM	STABILIZER LINKS	EA	$ 31.53
9007C	ECCO/X	STROBE LIGHT	EA	$ 32.00
53640	GROTE	STT LAMP	EA	$ 115.59
G5202	GROTE	THREE-STUD METRI-PACK STOP	EA	$ 88.39
45134	DIEHARD	TOP BATT TERM	EA	$ 0.86
96054	CARQUEST/BALDWIN	TRANSMISSION FILTER	EA	$ 9.79
53553	GROTE	TURN SIGNAL	EA	$ 30.59
G5092	GROTE	TURN/TAIL LAMP	EA	$ 96.89
M5-06	GUNK	WASHER FLUID	EA	$ 1.64
M5-06	GUNK	WASHER FLUID	EA	$ 1.64

EXHIBIT B - PRICE PROPOSAL				CONTRACT# FLT/210774A
General Parts Distribution, LLC (Carquest by Advance)				
Auto Parts Consignment Inventory				
PART NUMBER	MANUFACTURER	DESCRIPTION	UOM	UNIT PRICE
XQ22	CARQUEST XTRACLEAR	WIPER	EA	$ 6.69
XQ28	CARQUEST XTRACLEAR	WIPER BLADE	EA	$ 6.69
XQ24	CARQUEST XTRACLEAR	WIPER BLADE	EA	$ 6.69
XQ22	CARQUEST XTRACLEAR	WIPER BLADE	EA	$ 6.69
XQ21	CARQUEST XTRACLEAR	WIPER BLADE	EA	$ 6.69
XQ20	CARQUEST XTRACLEAR	WIPER BLADE	EA	$ 6.69
XQ19	CARQUEST XTRACLEAR	WIPER BLADE	EA	$ 5.35
XQ18	CARQUEST XTRACLEAR	WIPER BLADE	EA	$ 5.35
XQ17	CARQUEST XTRACLEAR	WIPER BLADE	EA	$ 5.35
XQ16	CARQUEST XTRACLEAR	WIPER BLADE	EA	$ 5.35
12-E	CARQUEST XTRACLEAR	WIPER BLADE	EA	$ 8.70
63-201	TRICO	WIPER BLADE	EA	$ 8.03
G1003	GROTE	YELLOW 2 1/2 CLEARANCE	EA	$ 13.84
45933	GROTE	YELLOW TWO-BULB	EA	$ 3.81

File #: 2022-0235, **Version:** 1

Submitted By: Christopher Ramos

Presentation By: Christopher Ramos

Department: Information Technology

STAFF RECOMMENDATION (Motion Ready):
Approve the purchase of physical security devices including digital cameras, building access controls, building alarms, and server storage from Morse Communications for the Mary Sue Rich Community Center in the estimated amount of $116,363

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The construction of the Mary Sue Rich Community Center is in progress. Staff is requesting to add physical security controls to the exterior and interior locations of the building. Purchases and installation will be made and performed by Morse Communications under contract 220018. Installation of the conduit and cabling will be done by the construction contractor, R L Burns Inc.

FINDINGS AND CONCLUSIONS:
These purchases will provide security for the Mary Sue Rich Community Center. Morse Communications provided a Most Favored Nations pricing guarantee, so the City is enjoying the lowest possible price for this equipment. The City's Cyber and Physical Security Officer has approved the selected equipment and setup.

FISCAL IMPACT:
Budget for these expenditures will be made using GL Account #623-021-122-572-69-65010.

PROCUREMENT REVIEW:
The purchase complies with the City's procurement policies.

LEGAL REVIEW:

N/A. Direct supply purchase.

ALTERNATIVE:
Table, Deny, Provide alternative direction

MORSECOM

888.MORSECO 321.259.8469V
321.255.0198 F
395 EAST DRIVE
MELBOURNE , FLORIDA 32904
WWW.MORSECOM.COM

2-Dec-21

Quote # 395S2410 Revision 2

City of Ocala Recreation and Parks

Ocala, Fl 34471

Attn:
Ref: ACS/ CCTV/ IDS Quote
Sue Rich Facility

Ref: Drawings E301 and E302

Scope of Work: Access Control

1.) Provide and Install (12) I Class Card Readers on doors listed on E301 and E302 Permit Set. (HID R40)
2.) Provide and Install (12) Door Position Switches.(RCI 180-12)
3.) Provide and Install (12) Request to Exit Motion Detectors. (Bosch DS160I)
4.) Provide and Install (2) 8 Output Power Supplies. (Altronix AL400ULACM)
5.) Provide and Install (1) 8 Door Control Panel and (1) 8 Door Expansion Board. (CICP2800)
6.) Provide and Install (3) Remote Release Buttons (RCI 991)
6.) Program, Test all doors and Integrate into existing city access control system.

Qty:		Description	Price:	Total:
1	Continental	CICP2800 8 Door Control Panel	$ 2,750.00	$ 2,750.00
1	Continental	CICP2800EXP 8 Door Expansion Board	$ 1,880.00	$ 1,880.00
6	Ultra Tech	12VDC 12 Amp Hour Battery	$ 32.00	$ 192.00
2	Altronix	AL600 ULACM 12/24 VDC Power Supply	$ 250.00	$ 500.00
12	HID	R40 I-Class Reader	$ 185.00	$ 2,220.00
12	Bosch	DS 160I Request to Exit Motion Detector	$ 65.00	$ 780.00
14	GRI	180-12 Recessed Door Contact	$ 8.00	$ 112.00
1	Misc	Material Hardware, J-hooks, etc.	$ 2,200.00	$ 2,200.00
1	Morse	Permitting and Inspections	$ 1,320.00	$ 1,320.00
8	Morse	Genesis Multi Conductor CMP/Shielded Cable	$ 780.00	$ 6,240.00

Material Cost:	$ 18,194.00
Labor Cost:	$ 18,850.00
Total Cost:	**$ 37,044.00**

Notes*
All Conduits and Cable Paths provided by others.
All door hardware Electric Locksets, Crash bars, Mortise Locksets,etc Provided by others.
All EPT Hinges and door side connections provided by others. Morse responsible for EPT to Panels.
All Fire Alarm Relays (if required) provided by others.
120VAC at Panel Locations provided by others. Morse will coordinate with electrical contractor.

Scope of Work: Intrusion Detection System

Provide and Install (1) Alarm Control Panel.
Provide and Install (2) Alarm Keypads at (2) of the main entrance points.
Provide and Install (14) Door Contacts on exterior doors of the building.
Provide and Install (11) Interior 360 degree motion detectors throughout the building.
Provide and Install (3) 8 Zone Expansion Modules.
Provide and Install (1) Interior Siren and (1) Exterior Siren.
Program, Test and Confirm Signals with Central Station.

Qty:		Description		Price:		Total:
1	Honeywell	Vista 21IP Control Panel	$	209.00	$	209.00
2	Honeywell	6160 Alpha Keypad	$	133.00	$	266.00
3	Honeywell	4208 Zone Expander	$	87.00	$	261.00
19	GRI	1078 3/4 " Recessed Door Contacts	$	8.00	$	90.00
11	Bosch	DS938Z 360 Motion Detector	$	94.00	$	1,034.00
1	Elk	150-RT Exterior Siren	$	66.00	$	66.00
1	Elk	SS36 Interior Siren	$	20.00	$	20.00
1	Ultra Tech	12 VDC 7 Amp Hour Battery	$	26.00	$	26.00
1	Misc	Materials (Cable, J-Hooks, cable, Connectors ,Fasten	$	2,200.00	$	2,200.00

Material Cost:	$	4,172.00
Labor Cost:	$	9,100.00
Total Cost:	**$**	**13,272.00**

Note:
All Conduits, Boxes and Cable Paths provided by others.
Intrusion Detection System will be added to customers alarm list as a monitored account.
Intrusion Detecton System will be enrolled into Parks and Recreation Total Connect Account.

Scope of Work: CCTV System SLC#5015388

Ref: Drawings E301 and E302
Provide and Install (11) Exterior IP Dome Cameras on the Exterior Perimeter of the Building.
Provide and Install (9) Interior 360 IP Cameras on the interior of the building.
Provide and Install (4) Multidirectional IP Domes on 2nd Floor track.
Provide and Install (4) UHD IP Domes 2nd Floor over basket ball courts.
Provide and Install (26) Ocularis IP Camera Licenses for the existing Video Management System.
Provide and Install (1) 24 Port POE Network Switch and (1) 8 Port POE Network Switch.

Qty:		Description		Price:		Total:
6	Axis	Q3517 LVE 5MP Exterior IP Dome	$	1,096.00	$	6,576.00
1	Axis	P3727 PVE Multi Directional IP Camera	$	1,176.00	$	1,176.00
6	Axis	Q3518-LVE 3840x2169 Resoloution IP Dome	$	1,188.00	$	7,128.00
4	Axis	M3058 PLVE 12MP 360 Dome	$	746.00	$	2,984.00
3	Axis	M3057 PLVE 6MP IP 360 Dome	$	570.00	$	1,710.00
6	Axis	3715 PLV 2x2MP Multi Directional IP Dome	$	793.00	$	4,758.00
5	Axis	T94N02D Pendant Kit	$	61.00	$	305.00
8	Axis	T91B50 Telescopic Ceiling Mount	$	167.00	$	1,336.00

4	Axis	T94M01D Pendant Kit	$	53.00	$	212.00
1	Axis	T91H61 Wall Mount	$	153.00	$	153.00
11	Edco	Cat5/Cat6 Inline Surge Protection	$	63.00	$	693.00
1	Axis	T8524 (24)Port POE+ Network Switch	$	794.00	$	794.00
1	Axis	T8505 (8) Port POE+ Network Switch	$	351.00	$	351.00
1	NavePoint	6U Wall Mount Network Rack	$	135.00	$	135.00
1	Morse	Lift Rental	$	2,200.00	$	2,200.00
1	Misc	Materials (J-Hooks,Patch Cables, Connectors, Fasten	$	1,700.00	$	1,700.00
26	Ocularis	OC-ENT1C Ent Camera License; SLC#5015388	$	182.00	$	4,732.00
26	Ocularis	1C-SMA-E1 Ent Camera License SMA- SLC#5015388	$	33.00	$	858.00

Material Cost:	$	37,801.00
Labor Cost:	$	13,480.00
Total Cost:	**$**	**51,281.00**

Notes:
All Required Cat 6 Cable will be provided, installed and terminated by others.
All Conduit and Penetrations will be provided by others.
All cameras will be enrolled into the existing OPD Recorder Server.
No additional storage is included in quote.

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000108862023.2**	Sales Rep	Libby Isanhart
Total	**$14,765.90**	Phone	(800) 456-3355, 6180302
Customer #	689147	Email	Libby_Isanhart@Dell.com
Quoted On	Jan. 07, 2022	**Billing To**	ACCOUNTS PAYABLE CITY OF OCALA 151 SE OSCEOLA AVE OCALA, FL 34471-2148
Expires by	Feb. 06, 2022		
Contract Name	Dell NASPO Computer Equipment PA - State of FL		
Contract Code	C000000010853		
Customer Agreement #	MNWNC-108 / 43211500-WSCA-15-ACS		
Solution ID	15446924		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Libby Isanhart

Shipping Group

Shipping To

RECEIVING DEPT
CITY OF OCALA
121 S E WATULA AVE
PLANNING MPO
OCALA, FL 34471
(352) 629-8529

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R540 - [amer_r540_12425]	**$14,765.90**	**1**	**$14,765.90**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$14,765.90**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$14,765.90**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$14,765.90**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

RECEIVING DEPT
CITY OF OCALA
121 S E WATULA AVE
PLANNING MPO
OCALA, FL 34471
(352) 629-8529

Shipping Method

Standard Delivery

		Quantity	Subtotal
PowerEdge R540 - [amer_r540_12425]	**$14,765.90**	**1**	**$14,765.90**

Estimated delivery if purchased today:
Mar. 16, 2022
Contract # C000000010853
Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R540 Server	210-ALZH	-	1	-
PowerEdge R540 MLK Motherboard, V2	329-BFBK	-	1	-
Trusted Platform Module 2.0	461-AAEM	-	1	-
3.5" Chassis with up to 12 Hot Plug Hard Drives and 2 x 3.5" Rear Drives	321-BCWY	-	1	-
PowerEdge R540 Shipping	340-BSID	-	1	-
PowerEdge R540 Shipping Material, V2	340-COSN	-	1	-
PowerEdge R540 CCC and BIS Marking, No CE Marking	389-DSXE	-	1	-
Intel Xeon Gold 6230 2.1G, 20C/40T, 10.4GT/s, 27.5M Cache, Turbo, HT (125W) DDR4-2933	338-BRVN	-	1	-
No Additional Processor	374-BBBX	-	1	-
1 CPU Standard Thermal for 3.5" Chassis	322-BBBJ	-	1	-
Performance Optimized	370-AAIP	-	1	-
Unconfigured RAID	780-BCDS	-	1	-
PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile	405-AAOE	-	1	-
BOSS controller card + with 2 M.2 Sticks 480GB (RAID 1),FH	403-BCHJ	-	1	-
No Operating System	619-ABVR	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC9 Datacenter 14G	528-CIBI	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
1xFH, 1 or 2CPU	330-BBHT	-	1	-
On-Board LOM	542-BBBP	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
Dual, Hot-Plug, Redundant Power Supply (1+1), 750W	450-AJRO	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
Dell EMC Luggage Tag	350-BBLI	-	1	-
Quick Sync 2 (At-the-box mgmt)	350-BBKV	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
US Order	332-1286	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	815-4328	-	1	-
ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 3 Years	815-4373	-	1	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	815-4385	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
Basic Deployment Dell Server R Series 1U/2U	804-6747	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	6	-
8TB 7.2K RPM SATA 6Gbps 512e 3.5in Hot-plug Hard Drive	400-ASIF	-	12	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Flex Bay AG Drive,3.5in HYB CARR, 1 DWPD,	400-AXRT	-	2	-
No Media Required	421-5736	-	1	-
Broadcom 57416 Dual Port 10 GbE BaseT Network LOM Mezz Card	540-BBYT	-	1	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Dell Optical Mouse MS116 - Black	570-AAKV	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-

Subtotal:	**$14,765.90**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$14,765.90**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

MORSECOM

Most Favored Nation. The Company, Morse Communications Inc., hereby represents and warrants as of January 12, 2022 covenants and agrees that none of the terms offered to any Other Holder of comparable size and scope, in any Other Agreement, is or will be more favorable to such Other Holder than those of the City of Ocala and this Agreement for the purchase of **Access Control and CCTV Equipment**. If Morse Communications, Inc. desires to enter into an Other Agreement, then (i) the Company shall provide prior written notice to the City of Ocala and (ii) upon execution by the Company and such Other Holder of such Other Agreement, the terms and conditions of this Agreement, the Other Agreement and the Securities (other than any limitations on conversion set forth therein) shall be, without any further action by the Holder or the Company, automatically amended and modified in an economically and legally equivalent manner such that the City of Ocala shall receive the benefit of the more favorable terms and/or conditions (as the case may be) set forth in such Other Agreement, provided that upon written notice to the Company at any time the Holder may elect not to accept the benefit of any such amended or modified term or condition, in which event the term or condition contained in this Agreement or the Securities (as the case may be) shall apply to the Holder as it was in effect immediately prior to such amendment or modification as if such amendment or modification never occurred with respect to the Holder.

Annette Costello

1/14/2022

Annette Costello, President

Date

Legislation Text

File #: 2022-0237, **Version:** 1

Submitted By: Eric Giannino

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION:
Approve award of contract to Marion Rock, Inc. for the Lift Station #91 Force Main Upgrade project for the bid of $3,032,916 plus 10% contingency for a total of $3,336,208

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

PROOF OF PUBLICATION:
Bid released to the public: 11/29/2021; Newspaper ad posted: 11/30/2021

BACKGROUND:
This project consists of upgrading an 18-inch ductile iron force main to 24-inch PVC force main on SW 38th Street. This force main is coming from the master lift station #91 that pumps to Water Reclamation Facility #3. This is the first force main upgrade required for future lift station improvements.

FINDINGS AND CONCLUSIONS:
On November 29, 2021, the City of Ocala issued a bid for Lift Station #91 Force Main Upgrade. Three bids were received on January 14, 2022. Bids were requested and received on a unit price basis as follows:

Bidder Name	Office Location	Total Bid Amount
Marion Rock, Inc.	Ocala, FL	**$ 3,032,916.00**
Garney Companies, Inc.	Winter Garden, FL	$ 3,341,540.00
~~T&C Underground, Inc.*~~	~~Ocala, FL~~	~~$ 2,457,262.00~~

* T&C Underground, Inc. withdrew their bid.

T&C Underground, Inc. was the low bidder, but was unable to guarantee their pricing due to unknown rising industry costs and requested to respectfully withdraw their bid. Marion Rock, the second low bidder, was able to guarantee and honor their bid pricing making them the low bid. This contractor has completed similar projects in the last five years. Marion Rock, Inc. is a local contractor, and their experience is well documented. Engineering recommends the approval of the contract in the amount $3,032,916 plus a 10% contingency of

$303,292 for the City Engineer to approve change orders to the contract for any unforeseen conditions encountered during construction. With contingency, the total project cost is $3,336,208. This project is partially funded by the American Rescue Plan Act Grant Program ($1,250,000).

FISCAL IMPACT:
Funding is available for FY2022 in the following accounts:

308-030-332-536-69-65010 - $2,086,208

308-060-332-536-69-65010 - $1,250,000

PROCUREMENT REVIEW:
The solicitation was reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Deny
- Table
- Direct Staff Otherwise

CONSTRUCTION SERVICES AGREEMENT FOR FORCE MAIN UPGRADE

THIS CONSTRUCTION SERVICES AGREEMENT FOR FORCE MAIN UPGRADE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MARION ROCK, INC.**, a for profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3402323) ("Contractor").

R E C I T A L S :

WHEREAS, on November 29, 2021, City issued an Invitation to Bid ("ITB") for the provision of construction services to upgrade an 18" force main to 24" at SW 38th Street (County Road) Ocala, Florida, ITB No.: CIP/210772 (the "Solicitation"); and

WHEREAS, three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by T&C Underground, Inc. was found to be the lowest submitted bid; and

WHEREAS, after the lowest submitted bid withdrew from consideration, Marion Rock, Inc., the second lowest bidder, was chosen as the intended awardee to provide construction services to upgrade an 18" force main to 24" at SW 38th Street (County Road) Ocala, Florida (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. 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-8)
Exhibit B: Price Proposal (B-1)
Exhibit C: Project Sign (C-1 through C-2)
Exhibit D: Plan Set Dated 11/09/2021 [Available by email upon request.]

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D.

B. **Project Specifications**: This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

i. **City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure (Effective August 2021)** available at: https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-8.02.21.pdf.

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

iii. **Marion County Standard Specifications** available at: https://www.marionfl.org/government/departments-facilities-offices/office-of-the-county-engineer/development-review**.**

Contractor must always have the above listed documents, up-to-date copies of shop drawings, plans, and always bid documents on job site. If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence to the most restrictive specification.

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 **THREE MILLION, THIRTY-TWO THOUSAND, NINE HUNDRED SIXTEEN AND NO/1OO DOLLARS ($3,032,916)** (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 Engineering Department, Capital**

D. **Improvement Projects Division, Attn: Eric Giannino**, **1805 NE 30th Avenue, Building 700 Ocala, Florida 34470,** E-Mail: **egiannino@ocalafl.org**.

E. **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.

F. **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.

G. **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.

H. **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.

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

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)** calendar 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 SEVENTY (70) 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 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 THOUSAND, SIX HUNDRED NINETY-FOUR AND NO/100 DOLLARS ($1,694)** 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 **TWO HUNDRED AND NO/100 DOLLARS ($200)** 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. **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.
   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.
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 **THREE (3)** 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) **THREE (3)** years

from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

12. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **THREE MILLION, THIRTY-TWO THOUSAND, NINE HUNDRED SIXTEEN AND NO/1OO DOLLARS ($3,032,916)** as security for the faithful performance of the work as required and set forth in Exhibit A – Scope of Work and other Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.

13. **MAINTENANCE AND GUARANTEE BOND.** Prior to final payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **TEN PERCENT (10%)** of the total project value, for a period of **THREE (3)** years for labor and **THREE (3)** years for materials from the date of final completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.

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

15. **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.

16. **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.

17. **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.

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. **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.
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'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.
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 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.
24. **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.

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 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.

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.** 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.

29. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135

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

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

agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

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

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

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

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

36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary

for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY 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.

38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
40. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
42. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

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

44. **INDEMNITY.** Contractor shall indemnify 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.

45. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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

If to Contractor:

Marion Rock, Inc.
Attention: Nicole Almanza
5979 SE Maricamp Rd.
Ocala, Florida 34472
Phone: (352) 687-2023
Email: nicole.marionrock@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

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

48. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

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

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

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

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

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

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

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

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

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

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

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

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

MARION ROCK, INC.

By: _____

_____
(Printed Name of Authorized Signatory)

_____
(Title of Authorized Signatory)

BACKGROUND

1. This project consists of upgrading an 18" force main to 24" on SW 38th Street (County Road). This force main is coming from the Master Lift Station #91 that pumps to Water Reclamation Facility #3. Construction is within the right-of-way of SW 38th Street from SW 48th Avenue to SW 60th Ave as shown on the plan set by the Project Boundary in **Plan Set**.
2. Contractor is responsible for providing all materials, labor, and equipment (in good working condition) to complete the abandonment of the existing force main, construction of the new force main, ARV's upgrades and all the connections.

PERMIT REQUIREMENTS AND MOT/TTC PLAN

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
   - Right-of-Way (ROW) Utilization
2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.
3. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office
4. **Permit Submission Requirements:**
   A. **If Road Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.
   B. **If Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start.

GENERAL CONSTRUCTION

1. Installation of 12", 18" & 24" PVC Piping via directional bore or open cut, as specified on the plan set.
2. Installation of 12", 18" & 24" Ductile Iron Fittings.
3. Installation of 12", 18" & 24" Plug Valves.
4. Upgrading of air release valves.
5. Cut, cap, and abandonment of existing 18" force main.
6. Installation and maintenance on traffic control devices.
7. Removal and replacement of existing asphalt pavement as per Marion County standards, including road striping and markers.
8. Removal and replacement of existing sidewalk and curb & gutter.
9. Removal and replacement of existing landscape and sod.
10. NOTE: Sewage tanker pumping for Lift Station #91 during nighttime tie-ins. A temporary manifold will be installed by the City on the lift station bypass valve that will allow the lift station to pump directly into the tankers. The tankers will empty in a manhole at Water Reclamation Facility #3 (3100 SW 67th Ave, Ocala). Four lift stations will be redirected prior to tie-ins. The daily flow to Lift Station #91 the night of the tie-ins will be **1,238,255** gallons per day.

SUB-CONTRACTORS

The prime contractor must perform a minimum of 60% of the work with their own forces.

MOBILIZATION AND MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL

1. **Mobilization:** Obtaining of required permits and the moving of the Contractors operations and equipment required for construction. Provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by Governing agencies. The Contractor will not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.
2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 100 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours.
   A. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for MOT/TTC in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.
   B. MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).
   C. Contractor must have one (1) person that is MOT/TTC certified on site at all times during construction.

WORK HOURS

1. The City's normal working hours are Monday through Friday from 7:00 AM to 5:00 PM.
2. If additional hours are necessary, the Contractor must give 48 hours advance notice to the Project Inspector/Project Manager. Inspectors are not obligated to work weekends.
3. Night work will be allowed if it would result in less impact to the public or reduced safety issues at no extra cost to city.
4. No work will be permitted on City observed holidays.

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance with:

1. **The Plan Set** for this project dated 11/9/2021 is available for inspection and copying at 1805 NE 30th Avenue, Building 700, Ocala, Florida.
2. **Project Sign Layout and Project Sign Construction Detail** attached as **Exhibit C**. (Contractor's responsibility to ensure Council Members are correct and kept up to date).
3. **City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure (Effective August 2021) available at:** https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-8.02.21.pdf

4. **Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at:**

   http://www.fdot.gov/programmanagement/Implemented/SpecBooks/

5. **Marion County Standard Specifications available at:**

   https://www.marionfl.org/government/departments-facilities-offices/office-of-the-county-engineer/development-review

6. **Job Site Documents:** The contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans and bid document at job sites at all times.

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Inspector/Project Manager for approval. This schedule must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **As-Builts:** Upon final completion of each individual project, two signed and sealed as-builts hard copies and a CADD file must be submitted and approved by the City.
3. **Material & Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.
5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square. Water must be used during all saw cuts in asphalt or concrete to limit dust.
6. **Damages:** 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.
7. **Compliance:** 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.
8. **Additional Work:** If work has no line item unit price in the contract, a written proposal of the work must be emailed to the Project Manager and agreed upon in writing by the City prior to the work being started.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.

2. 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 Contractor and all subcontractors will be required to conform to the labor standards and employment requirements set forth in the Bid Documents. All work shall be performed under the supervision of a qualified, competent foreman or supervisor.
4. The contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address for the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
5. Locate, protect, and relocate any and all underground utilities necessary to complete the work specified in the contract, and verify all field conditions, measurements, and elevations.
6. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
7. The employees of the contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
8. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
9. Prime contractor and sub-contractor vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

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 all licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Construction shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor will be responsible for inspector’s overtime.
5. Contractor is responsible for any and all damages including but not limited to 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.

PROJECT SIGNS

1. Contractor is required to provide two (2) portable signs to be relocated as project progresses at locations that are approved by City Inspectors.

2. If during the contract time sign becomes broken or inaccurate, contractor will replace or make sign accurate at no extra charge to the City of Ocala.

SURVEY LAYOUT

1. The City Engineer/Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.
2. If the Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be at the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City will be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

TESTING REQUIREMENTS

1. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Engineer.
2. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.

EROSION SEDIMENT AND FLOOD CONTROL

1. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
2. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

CONSTRUCTION WORK AREAS

1. The City of Ocala is not responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material will be transported to the proper station for construction, assembly, response to possible public concern.
3. Provide on-site sanitary facilities as required by Governing agencies. Facilities must be maintained regularly.
4. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

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

SAFETY

1. The contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc.
2. Prior to completion, storage and adequate protection of all material and equipment will be the contractor’s responsibility.
3. In no event shall the City be responsible for any damages to any of the contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

SUBMITTALS

1. 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.

SUBSTANTIAL COMPLETION PROCESS

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:

A. A written notice that the work or designated portion thereof, is substantially complete.

B. A list of items to be completed or corrected.

2. Within a reasonable time after receipt of such notice, the City will inspect to determine the status of completion.

3. Should the City determine that the work is not substantially complete:

A. The City will promptly notify the Contractor in writing, giving the reasons, therefore.

B. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.

C. The City will re-inspect the work.

4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

FINAL COMPLETION PROCESS

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:

A. Contract documents have been reviewed.

B. Work has been inspected for compliance with Contract documents.

C. Work has been completed in accordance with Contract documents.

D. Equipment and systems have been tested in the presence of the City representative and are operational.

2. The City will inspect to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the City consider that the work is incomplete or defective:

A. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.

B. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.

C. The City will re-inspect the work.

4. When the City finds that the work is acceptable under the Contract documents, the City shall request the Contractor make closeout submittals.

5. **Final Application for Payment:** The Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

CONTRACTOR CLOSEOUT DOCUMENTS

1. Consent of Surety to final payment.

2. Approved project record documents include electronic (CADD) and two (2) hard copy signed and sealed “As Built” by professional surveyor.

3. Warranty.

PRICING

1. This is a unit price contract. The City of Ocala will pay the contractor only for the actual units that the Contractor provides, installs, or constructs on the project.

Exhibit B - PRICE PROPOSAL — CONTRACT# CIP/210772

Marion Rock, Inc.

LS #91 Force Main Upgrade

GENERAL CONSTRUCTION

ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
G-02	BONDS	LS	1	$ 144,535	$ 144,535
G-03	PROJECT SIGN	EA	1	$ 3,850	$ 3,850
G-05	MAINTENANCE OF TRAFFIC	DAY	120	$ 925	$ 111,000
G-06	SILT FENCE & SEDIMENT CONTROL	LS	1	$ 40,025	$ 40,025
G-09	CLEARING AND GRUBBING - LIGHT	SY	3,000	$ 5	$ 15,000
G-17	REMOVE & REPLACE UNSUITABLE MATERIAL	CY	3,000	$ 27	$ 81,000
G-19	LIMEROCK BASE 12"	SY	113	$ 24	$ 2,712
G-21	REMOVAL AND REPLACEMENT OF EXISTING CONCRETE SIDEWALKS AND DRIVEWAYS	SY	10	$ 270	$ 2,700
G-22	REMOVAL AND REPLACEMENT OF EXISTING CONCRETE DITCH BLOCK	EA	8	$ 750	$ 6,000
G-31	ASPHALT MILLING AND REPLACEMENT	SY	103	$ 85	$ 8,755
G-32	ASPHALT PAVEMENT SUPERPAVE 12.5	TN	3	$ 850	$ 2,550
G-57	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB REMOVAL & REPLACEMENT	LF	80	$ 47	$ 3,760
G-80	SOD-ST. AUGUSTINE	SY	3,000	$ 7	$ 21,000
G-90	TRAFFIC CONTROL SIGN ASSEMBLY REMOVAL AND RELOCATION	EA	10	$ 150	$ 1,500
G-91	REFLECTIVE PAVEMENT MARKERS	EA	2	$ 150	$ 300
G-93-1	TEMPORARY, WHITE, SOLID 12"	LF	200	$ 3	$ 600
G-93-2	TEMPORARY, WHITE, SOLID 24"	LF	25	$ 20	$ 500
G-94-1	THERMO, WHITE, SOLID, 12"	LF	200	$ 6	$ 1,200
G-94-2	THERMO, WHITE, SOLID, 24"	LF	25	$ 20	$ 500
				GENERAL CONSTRUCTION TOTAL	$ 447,487

SANITARY SEWER CONSTRUCTION

ITEM	DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED COST
S-18	DIRECTIONAL BORE 24" PVC PIPE	LF	140	$ 795	$ 111,300
S-19	ABANDON SANITARY SEWER FORCE MAIN	LS	1	$ 52,975	$ 52,975
S-22-1	12" PVC FORCE MAIN	LF	10	$ 200	$ 2,000
S-22-2	18" PVC FORCE MAIN	LF	25	$ 285	$ 7,125
S-22-3	24" PVC FORCE MAIN	LF	6,066	$ 333	$ 2,019,978
S-23-1	DIP MJ FITTINGS, 12"	EA	1	$ 3,828	$ 3,828
S-23-2	DIP MJ FITTINGS, 18"	EA	4	$ 4,425	$ 17,700
S-23-3	DIP MJ FITTINGS, 24"	EA	19	$ 7,100	$ 134,900
S-25-1	12" PLUG VALVE & VALVE BOX	EA	1	$ 5,201	$ 5,201
S-25-2	18" PLUG VALVE & VALVE BOX	EA	1	$ 12,722	$ 12,722
S-25-3	24" PLUG VALVE & VALVE BOX	EA	8	$ 20,000	$ 160,000
S-27	AIR RELEASE VALVE ASSEMBLY – TYPE C	EA	2	$ 12,350	$ 24,700
S-28	SEWAGE TANKER PUMP	HR	30	$ 1,100	$ 33,000
				SANITARY SEWER CONSTRUCTION TOTAL	$ 2,585,429
				TOTAL BID AMOUNT	$ 3,032,916

YOUR TAXES AT WORK....

Lift Station #91 Force Main Upgrade

PROJECT ITB # CIP/210772

CITY OF OCALA, FLORIDA

CITY COUNCIL:

Barry Mansfield
DISTRICT 1

Ire Bethea Sr.
(COUNCIL PRESIDENT) DISTRICT 2

Jay Musleh
DISTRICT 3

Kristen Dreyer
DISTRICT 4

James Hilty
(COUNCIL PRESIDENT PRO-TEM) DISTRICT 5

Kent Guinn
MAYOR

CITY OF OCALA

CAPITAL IMPROVEMENT PROJECTS DIVISION

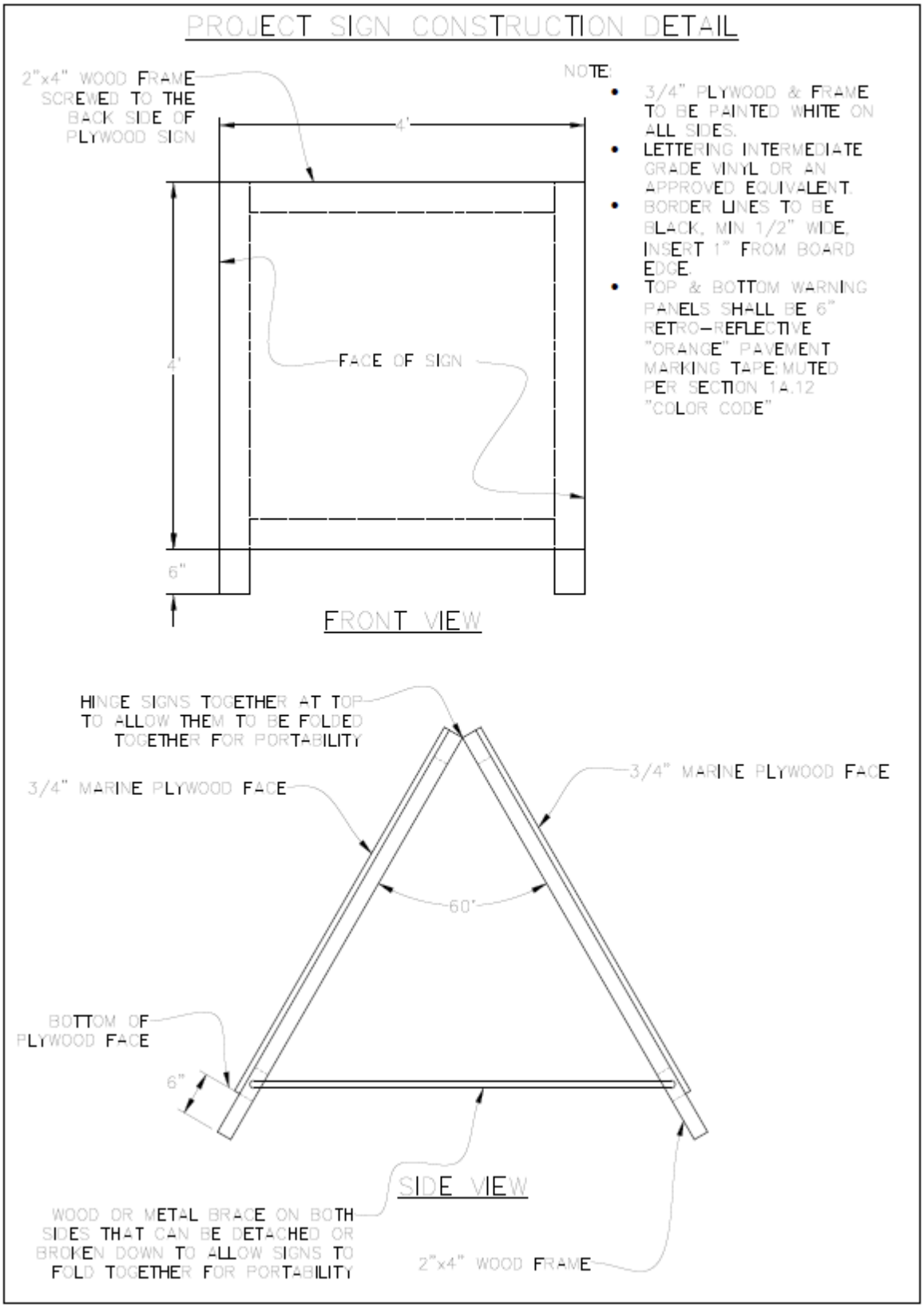
CONTRACTOR
(Name)

PROJECT COST
(Dollar Amount)

START DATE
(month, day, year)

COMPLETION DATE
(month, day, year)

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


PROJECT SIGN CONSTRUCTION DETAIL
2"x4" WOOD FRAME SCREWED TO THE BACK SIDE OF PLYWOOD SIGN
4'
4'
FACE OF SIGN
6"
FRONT VIEW
NOTE:
• 3/4" PLYWOOD & FRAME TO BE PAINTED WHITE ON ALL SIDES.
• LETTERING INTERMEDIATE GRADE VINYL OR AN APPROVED EQUIVALENT.
• BORDER LINES TO BE BLACK, MIN 1/2" WIDE, INSERT 1" FROM BOARD EDGE.
• TOP & BOTTOM WARNING PANELS SHALL BE 6" RETRO-REFLECTIVE "ORANGE" PAVEMENT MARKING TAPE: MUTED PER SECTION 1A.12 "COLOR CODE"
HINGE SIGNS TOGETHER AT TOP TO ALLOW THEM TO BE FOLDED TOGETHER FOR PORTABILITY
3/4" MARINE PLYWOOD FACE
3/4" MARINE PLYWOOD FACE
60°
BOTTOM OF PLYWOOD FACE
6"
SIDE VIEW
WOOD OR METAL BRACE ON BOTH SIDES THAT CAN BE DETACHED OR BROKEN DOWN TO ALLOW SIGNS TO FOLD TOGETHER FOR PORTABILITY
2"x4" WOOD FRAME

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Lift Station #91 Force Main Upgrade**
ProRFx ID: ITB11192100000156
Notifications Sent: 530
Bids: 3

Solicitation: **ITB# CIP/210772**
Buyer: Eileen Marquez
Buyer Email: emarquez@ocalafl.org
Buyer Phone: 352-629-8362

2/3/22 **Notice of Intent to Award** to **Marion Rock, Inc.** pending City Council approval.

Bidder Name	Office Location	Total Bid Amount
Marion Rock, Inc.	Ocala, FL	**$3,032,916.00**
Garney Companies, Inc.	Winter Gardens FL	$3,341,540.00
~~*T&C Underground, Inc.**~~	~~Ocala, FL~~	~~$2,457,262.00~~

** T&C Underground, Inc. withdrew their bid.*

GENERAL CONSTRUCTION					
Line Item	**Description**	**Quantity**	**UOM**	**Unit Price**	**Total**
G-02	**BONDS**	**1**	**LS**		
	Marion Rock, Inc.	1	LS	$ 144,535.00	$ 144,535.00
	Garney Companies, Inc.	1	LS	$ 300,000.00	$ 300,000.00
	~~T&C Underground, Inc.*~~	~~1~~	~~LS~~	~~$ 110,000.00~~	~~$ 110,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-03	**PROJECT SIGN**	**1**	**EA**		
	Marion Rock, Inc.	1	EA	$ 3,850.00	$ 3,850.00
	Garney Companies, Inc.	1	EA	$ 1,500.00	$ 1,500.00
	~~T&C Underground, Inc.*~~	~~1~~	~~EA~~	~~$ 3,850.00~~	~~$ 3,850.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-05	**MAINTENANCE OF TRAFFIC**	**120**	**DAY**		
	Marion Rock, Inc.	120	DAY	$ 925.00	$ 111,000.00
	Garney Companies, Inc.	120	DAY	$ 470.00	$ 56,400.00
	~~T&C Underground, Inc.*~~	~~120~~	~~DAY~~	~~$ 700.00~~	~~$ 84,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-06	SILT FENCE & SEDIMENT CONTROL	1	LS		
	Marion Rock, Inc.	1	LS	$ 40,025.00	$ 40,025.00
	Garney Companies, Inc.	1	LS	$ 35,000.00	$ 35,000.00
	~~T&C Underground, Inc.*~~	~~1~~	~~LS~~	~~$ 12,000.00~~	~~$ 12,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-09	CLEARING AND GRUBBING - LIGHT	3,000	SY		
	Marion Rock, Inc.	3,000	SY	$ 5.00	$ 15,000.00
	Garney Companies, Inc.	3,000	SY	$ 3.00	$ 9,000.00
	~~T&C Underground, Inc.*~~	~~3000~~	~~SY~~	~~$ 5.00~~	~~$ 15,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-17	REMOVE & REPLACE UNSUITABLE MATERIAL	3,000	CY		
	Marion Rock, Inc.	3,000	CY	$ 27.00	$ 81,000.00
	Garney Companies, Inc.	3,000	CY	$ 25.00	$ 75,000.00
	~~T&C Underground, Inc.*~~	~~3000~~	~~CY~~	~~$ 20.00~~	~~$ 60,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-19	LIMEROCK BASE 12"	113	SY		
	Marion Rock, Inc.	113	SY	$ 24.00	$ 2,712.00
	Garney Companies, Inc.	113	SY	$ 250.00	$ 28,250.00
	~~T&C Underground, Inc.*~~	~~113~~	~~SY~~	~~$ 24.00~~	~~$ 2,712.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-21	REMOVAL AND REPLACEMENT OF EXISTING CONCRETE SIDEWALKS AND DRIVEWAYS	10	SY		
	Marion Rock, Inc.	10	SY	$ 270.00	$ 2,700.00
	Garney Companies, Inc.	10	SY	$ 520.00	$ 5,200.00
	~~T&C Underground, Inc.*~~	~~10~~	~~SY~~	~~$ 110.00~~	~~$ 1,100.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-22	REMOVAL AND REPLACEMENT OF EXISTING CONCRETE DITCH BLOCK	8	EA		
	Marion Rock, Inc.	8	EA	$ 750.00	$ 6,000.00
	Garney Companies, Inc.	8	EA	$ 4,600.00	$ 36,800.00
	~~T&C Underground, Inc.*~~	~~8~~	~~EA~~	~~$ 1,000.00~~	~~$ 8,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-31	ASPHALT MILLING AND REPLACEMENT	103	SY		
	Marion Rock, Inc.	103	SY	$ 85.00	$ 8,755.00
	Garney Companies, Inc.	103	SY	$ 125.00	$ 12,875.00
	~~T&C Underground, Inc.*~~	~~103~~	~~SY~~	~~$ 40.00~~	~~$ 4,120.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-32	ASPHALT PAVEMENT SUPERPAVE 12.5	3	TN		
	Marion Rock, Inc.	3	TN	$ 850.00	$ 2,550.00
	Garney Companies, Inc.	3	TN	$ 4,800.00	$ 14,400.00
	~~T&C Underground, Inc.*~~	~~3~~	~~TN~~	~~$ 1,000.00~~	~~$ 3,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-57	**CONCRETE CURB, GUTTER, VALLEY AND DROP CURB REMOVAL & REPLACEMENT**	**80**	**LF**		
	Marion Rock, Inc.	80	LF	$ 47.00	$ 3,760.00
	Garney Companies, Inc.	80	LF	$ 260.00	$ 20,800.00
	~~T&C Underground, Inc.*~~	~~80~~	~~LF~~	~~$ 50.00~~	~~$ 4,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-80	**SOD-ST. AUGUSTINE**	**3,000**	**SY**		
	Marion Rock, Inc.	3,000	SY	$ 7.00	$ 21,000.00
	Garney Companies, Inc.	3,000	SY	$ 11.00	$ 33,000.00
	~~T&C Underground, Inc.*~~	~~3000~~	~~SY~~	~~$ 11.00~~	~~$ 33,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-90	**TRAFFIC CONTROL SIGN ASSEMBLY REMOVAL AND RELOCATION**	**10**	**EA**		
	Marion Rock, Inc.	10	EA	$ 150.00	$ 1,500.00
	Garney Companies, Inc.	10	EA	$ 130.00	$ 1,300.00
	~~T&C Underground, Inc.*~~	~~10~~	~~EA~~	~~$ 200.00~~	~~$ 2,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-91	**REFLECTIVE PAVEMENT MARKERS**	**2**	**EA**		
	Marion Rock, Inc.	2	EA	$ 150.00	$ 300.00
	Garney Companies, Inc.	2	EA	$ 25.00	$ 50.00
	~~T&C Underground, Inc.*~~	~~2~~	~~EA~~	~~$ 200.00~~	~~$ 400.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-93-1	**TEMPORARY, WHITE, SOLID 12"**	**200**	**LF**		
	Marion Rock, Inc.	200	LF	$ 3.00	$ 600.00
	Garney Companies, Inc.	200	LF	$ 2.00	$ 400.00
	~~T&C Underground, Inc.*~~	~~200~~	~~LF~~	~~$ 10.00~~	~~$ 2,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-93-2	**TEMPORARY, WHITE, SOLID 24"**	**25**	**LF**		
	Marion Rock, Inc.	25	LF	$ 20.00	$ 500.00
	Garney Companies, Inc.	25	LF	$ 3.00	$ 75.00
	~~T&C Underground, Inc.*~~	~~25~~	~~LF~~	~~$ 10.00~~	~~$ 250.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-94-1	**THERMO, WHITE, SOLID, 12"**	**200**	**LF**		
	Marion Rock, Inc.	200	LF	$ 6.00	$ 1,200.00
	Garney Companies, Inc.	200	LF	$ 3.00	$ 600.00
	~~T&C Underground, Inc.*~~	~~200~~	~~LF~~	~~$ 10.00~~	~~$ 2,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
G-94-2	**THERMO, WHITE, SOLID, 24"**	**25**	**LF**		
	Marion Rock, Inc.	25	LF	$ 20.00	$ 500.00
	Garney Companies, Inc.	25	LF	$ 5.00	$ 125.00
	~~T&C Underground, Inc.*~~	~~25~~	~~LF~~	~~$ 10.00~~	~~$ 250.00~~

GENERAL CONSTRUCTION TOTAL	
Marion Rock, Inc.	$ 447,487.00
Garney Companies, Inc.	$ 631,275.00
~~T&C Underground, Inc.*~~	~~$ 345,332.00~~

SANITARY SEWER SYSTEM					
Line Item	**Description**	**Quantity**	**UOM**	**Unit Price**	**Total**
S-18	**DIRECTIONAL BORE 24" PVC PIPE**	**140**	**LF**		
	Marion Rock, Inc.	140	LF	$ 795.00	$ 111,300.00
	Garney Companies, Inc.	140	LF	$ 1,550.00	$ 217,000.00
	~~T&C Underground, Inc.*~~	~~140~~	~~LF~~	~~$ 725.00~~	~~$ 101,500.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
S-19	**ABANDON SANITARY SEWER FORCE MAIN**	**1**	**LS**		
	Marion Rock, Inc.	1	LS	$ 52,975.00	$ 52,975.00
	Garney Companies, Inc.	1	LS	$ 185,000.00	$ 185,000.00
	~~T&C Underground, Inc.*~~	~~1~~	~~LS~~	~~$ 45,000.00~~	~~$ 45,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
S-22-1	**12" PVC FORCE MAIN**	**10**	**LF**		
	Marion Rock, Inc.	10	LF	$ 200.00	$ 2,000.00
	Garney Companies, Inc.	10	LF	$ 310.00	$ 3,100.00
	~~T&C Underground, Inc.*~~	~~10~~	~~LF~~	~~$ 200.00~~	~~$ 2,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
S-22-2	**18" PVC FORCE MAIN**	**25**	**LF**		
	Marion Rock, Inc.	25	LF	$ 285.00	$ 7,125.00
	Garney Companies, Inc.	25	LF	$ 285.00	$ 7,125.00
	~~T&C Underground, Inc.*~~	~~25~~	~~LF~~	~~$ 300.00~~	~~$ 7,500.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
S-22-3	**24" PVC FORCE MAIN**	**6,066**	**LF**		
	Marion Rock, Inc.	6,066	LF	$ 333.00	$ 2,019,978.00
	Garney Companies, Inc.	6,066	LF	$ 290.00	$ 1,759,140.00
	~~T&C Underground, Inc.*~~	~~6066~~	~~LF~~	~~$ 255.00~~	~~$ 1,546,830.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
S-23-1	**DIP MJ FITTINGS, 12"**	**1**	**EA**		
	Marion Rock, Inc.	1	EA	$ 3,828.00	$ 3,828.00
	Garney Companies, Inc.	1	EA	$ 3,500.00	$ 3,500.00
	~~T&C Underground, Inc.*~~	~~1~~	~~EA~~	~~$ 1,700.00~~	~~$ 1,700.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
S-23-2	**DIP MJ FITTINGS, 18"**	**4**	**EA**		
	Marion Rock, Inc.	4	EA	$ 4,425.00	$ 17,700.00
	Garney Companies, Inc.	4	EA	$ 5,600.00	$ 22,400.00
	~~T&C Underground, Inc.*~~	~~4~~	~~EA~~	~~$ 3,100.00~~	~~$ 12,400.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
S-23-3	**DIP MJ FITTINGS, 24"**	**19**	**EA**		
	Marion Rock, Inc.	19	EA	$ 7,100.00	$ 134,900.00
	Garney Companies, Inc.	19	EA	$ 14,000.00	$ 266,000.00
	~~T&C Underground, Inc.*~~	~~19~~	~~EA~~	~~$ 8,000.00~~	~~$ 152,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
S-25-1	**12" PLUG VALVE & VALVE BOX**	**1**	**EA**		
	Marion Rock, Inc.	1	EA	$ 5,201.00	$ 5,201.00
	Garney Companies, Inc.	1	EA	$ 7,000.00	$ 7,000.00
	~~T&C Underground, Inc.*~~	~~1~~	~~EA~~	~~$ 5,200.00~~	~~$ 5,200.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
S-25-2	**18" PLUG VALVE & VALVE BOX**	**1**	**EA**		
	Marion Rock, Inc.	1	EA	$ 12,722.00	$ 12,722.00
	Garney Companies, Inc.	1	EA	$ 14,000.00	$ 14,000.00
	~~T&C Underground, Inc.*~~	~~1~~	~~EA~~	~~$ 12,800.00~~	~~$ 12,800.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
S-25-3	**24" PLUG VALVE & VALVE BOX**	**8**	**EA**		
	Marion Rock, Inc.	8	EA	$ 20,000.00	$160,000.00
	Garney Companies, Inc.	8	EA	$ 22,500.00	$180,000.00
	T&C Underground, Inc.*	8	EA	$ 21,500.00	$172,000.00

Line Item	Description	Quantity	UOM	Unit Price	Total
S-27	**AIR RELEASE VALVE ASSEMBLY – TYPE C**	**2**	**EA**		
	Marion Rock, Inc.	2	EA	$ 12,350.00	$ 24,700.00
	Garney Companies, Inc.	2	EA	$ 17,000.00	$ 34,000.00
	~~T&C Underground, Inc.*~~	~~2~~	~~EA~~	~~$ 8,500.00~~	~~$ 17,000.00~~

Line Item	Description	Quantity	UOM	Unit Price	Total
S-28	**SEWAGE TANKER PUMP**	**30**	**HR**		
	Marion Rock, Inc.	30	HR	$ 1,100.00	$ 33,000.00
	Garney Companies, Inc.	30	HR	$ 400.00	$ 12,000.00
	~~T&C Underground, Inc.*~~	~~30~~	~~HR~~	~~$ 1,200.00~~	~~$ 36,000.00~~

SANITARY SEWER CONSTRUCTION TOTAL	
Marion Rock, Inc.	$ 2,585,429.00
Garney Companies, Inc.	$ 2,710,265.00
~~T&C Underground, Inc.*~~	~~$ 2,111,930.00~~

Legislation Text

File #: 2022-0239, **Version:** 1

Submitted By: Paul Constable

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve two-year contract with C.W. Roberts Contracting, Inc. for the Parking Lot Improvement Program with a contract value not to exceed $1,000,000

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

PROOF OF PUBLICATION:
Bid released to public: 12/7/2021; Newspaper ad posted: 12/10/2021

BACKGROUND:
This is a two-year contract with the possibility of two, one-year renewals for the annual maintenance of City-owned parking lots, trails, and streets identified by the City's Engineering Department.

The scope for this contract includes but is not limited to: the removal and replacement of asphalt, concrete sidewalks, curb, asphalt striping, asphalt milling, asphalt reclaiming, and all other facets that are included within the contract for the construction of new parking lots, trails, and the maintenance of existing parking lots, trails, and roads.

Projects will be given purchase orders issued against the contract not to exceed $1,000,000 over the two-year period.

FINDINGS AND CONCLUSIONS:
On December 7, 2021, the City of Ocala issued ITB# CIP/211092 for the 2022 Parking Lot Improvement Program (PLIP). One bid was received on January 12, 2022. Bids were requested and received on a line-item price basis. Sample projects were used with submitted unit prices to determine price reasonableness.

Bidder Name	Office Location	Total Bid Amount
CW Roberts Contracting, Inc.	Wildwood, FL	**$ 436,397.86**

Only one bid was received. However, staff reviewed the bid pricing against pricing for other projects and against the current contract pricing. Staff determined the pricing in the bid is fair and reasonable and in line with current market pricing.

Staff recommends award of the contract to C.W. Roberts Contracting, Inc.

FISCAL IMPACT:
Funding in the amount of $400,000 is available in the FY22 account #091-020-270-541-54-46010 and additional funds will be appropriated in FY23 to satisfy the contract.

PROCUREMENT REVIEW:
The solicitation was reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Deny
- Table
- Direct Staff Otherwise

CONSTRUCTION SERVICES AGREEMENT FOR PARKING LOT IMPROVEMENT PROGRAM ("PLIP") PROJECTS

THIS CONSTRUCTION SERVICES AGREEMENT FOR PARKING LOT IMPROVEMENT PROGRAM ("PLIP") PROJECTS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **C.W. ROBERTS CONTRACTING, INC.**, a for profit corporation duly organized and authorized to do business in the State of Florida (EIN: 59-1683951) ("Contractor").

R E C I T A L S :

WHEREAS, on December 7, 2021, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the Parking Lot Improvement Program ("PLIP") projects planned or requested by the City for the construction, repair and maintenance of municipal parking lots, ITB No.: ENG/211092 (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 C.W. Roberts Contracting, Inc. was found to be the lowest; and

WHEREAS, C.W. Roberts Contracting, Inc. was chosen as the intended awardee to provide construction services related to the City's Parking Lot Improvement Program projects planned or requested by the City for the construction, repair and maintenance of municipal parking lots (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.

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

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

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

Exhibit A: Scope of Work (A-1 through A-7)
Exhibit B: Price Proposal (B-1 through B-12)
Exhibit C: Measurement and Payment (C-1 through C-2)
Exhibit D: Standard Specifications for Sitework (D-1 through D-3)
Exhibit E: Project Sign Detail (E-1 through E-2)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

A. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at: https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-5.21.21.pdf.

B. **Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (MOST RECENT)** available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/.

C. **Manual on Uniform Traffic Control Devices (MUTCD)**, available at: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm

D. **City of Ocala Commercial Conduit Rules and Regulations**, available from Ocala Electric Utility, Electric Engineering Division, 1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470.

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 a maximum limiting amount not to exceed **ONE MILLION AND NO/100 DOLLARS ($1,000,000)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents, as follows:
   A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
   B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
   C. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. City will provide Contractor with an invoice cover sheet. Invoice cover sheets are required to be accurately completed and submitted with each invoice. Contractor shall submit the original invoice, no more than once monthly, through the responsible City Project Manager at: **City of Ocala Engineering Department,** Attn: **Paul Constable**, Address: **1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470**, E-Mail: **pconstable@ocalafl.org**.
   D. **Payment of Invoices by City**. The City Project Manager shall review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
   E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.

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

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

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

6. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. **Effective Date and Term.** This Agreement shall become effective and commence on **FEBRUARY 16, 2022** and continue through and including **FEBRUARY 15, 2024**. This Agreement may be renewed for up to **TWO (2)** additional **ONE YEAR (1-Year)** terms by written consent between City and Contractor. Renewals shall be subject to a maximum negotiated increase, upon written approval of City, of no more than **THREE PERCENT (3%)** above the pricing set forth in **Exhibit B – Price Proposal**, annually. Contractor must provide justification for a price increase based on the CPI-U or other factors.

B. **Notices to Proceed on Individual Projects**. City shall issue written Notices to Proceed for individual projects in alignment with project schedules. Contractor and City shall agree upon the time needed to complete each individual project as assigned. Contractor agrees to commence work within **SEVEN (7)** days of the date of issuance of a Notice to Proceed for each individual project. Contractor shall complete assigned projects within the time limits specified in the Notice to Proceed and substantial completion and final completion

dates shall be strictly enforced by City. At no time will Contractor be allowed to lag behind. Contractor shall be expected to accurately track contract time and progress for each assigned project. **Notices to Proceed for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement**.

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. 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.

7. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each individual project under the terms of this Agreement. Accordingly, for individual projects, the parties agree that should Contractor fail to achieve Substantial Completion by the dates specified on each City-issued Notice to Proceed, then Contractor shall pay City, as liquidated damages and not as a penalty, the daily sum given in the schedule below based on individual project cost for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion for each individual project in the City-issued Notice to Proceed:

Original Project Amount Daily	Liquidated Damages Per Calendar Day
$50,000 and under	$868
Over $50,000 but less than $250,000	$882
$250,000 but less than $500,000	$1,197
$500,000 but less than $2,500,000	$1,694

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 **TWO HUNDRED AND NO/100 DOLLARS ($200.00)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

8. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and

labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("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.

9. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
10. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting

party 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.

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

12. **MAINTENANCE AND GUARANTEE BOND.** Prior to final Payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **10% OF THE TOTAL PROJECT VALUE** for a period of **THREE (3)** years for labor and **THREE (3)** years for materials from the date of Substantial Completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.

13. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000)** as security for the faithful performance of the work as required and set forth in Exhibit A – Scope of Work within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.

14. **CONSTRUCTION SURVEY LAYOUT.** The City Engineer/City Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker or

benchmark on the work without first having secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

15. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
16. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
17. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the

convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

18. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
    E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
    F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible

for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.

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

19. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
20. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

21. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
22. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.

23. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure 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.
24. **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.
25. **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.
26. **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**. Renewal certificates must also be forwarded to the Contracting Department at vendors@ocalafl.org 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.

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

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

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

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

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
    A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
    B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.
29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
30. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination,

rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

31. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
32. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
33. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

34. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
35. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public

agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY 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.

38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
40. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional

conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

42. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
43. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
44. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
45. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
46. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	C.W. Roberts Contracting, Inc. Attention: Paul Carlson 4208 CR 124-A Wildwood, Florida 34785 Phone: 352-330-2540 E-mail: pcarlson@cwrcontracting.com
If to City of Ocala:	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. Gooding & Batsel, PLLC 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 E-mail: rbatsel@ocalalaw.com

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

48. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT,

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

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

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

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

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

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

54. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the

obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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

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

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

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

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

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

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

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

C.W. ROBERTS CONTRACTING, INC.

_____

Stuart Savoy
Vice President

BACKGROUND

1. Contractor shall complete the 2022 Parking Lot Improvement Program. Projects within the program consist of:
   - Repaving eroded pavement
   - Highway/Pavement markers
   - Restriping
   - Replacing asphalt surface with overlays
   - Reconstructing roadways/parking lots into limerock base (Reclaim)
   - Asphalt rejuvenation
   - Thermoplastic painting
   - Asphalt milling
   - New asphalt parking lot/Trail construction
   - Concrete sidewalks
   - Curb
   - Concrete curb and gutter removal/replacement
   - Repair existing stormwater conveyance system
   - Installation of new stormwater pipes and structures
   - Removal/Installation of concrete wheel stops
   - Asphalt utility cut repairs
2. Rehabilitation of existing infrastructure will be on an "as requested" basis by the City. Some typical examples include grinding of existing pavement markings and installation of thermoplastic pavement markings on existing roadways/parking lots. Work may also include restoration and sod of disturbed areas. Proper maintenance of traffic is required at all times.
3. **Plan Set**: Construction plans for the Citywide Parking Lot Improvement Program will be distributed to the Contractor for review as projects are defined and prioritized for construction. Upon receipt and review of plans, Contractor will provide a detailed quote for review by the City Project Manager.
4. Contractor is responsible for providing all materials, labor, and equipment to complete the project.

PERMIT REQUIREMENTS AND MOT/TTC PLAN

1. **Permit Required:** Contractor shall be responsible for obtaining the City of Ocala Right-of-Way (ROW) Utilization permit. The ROW permit cost shall be waived upon submission.
2. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office
3. **Permit Submission Requirements:**
   A. **If Road/Lane Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.
   B. **If Road/Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start.

MOBILIZATION AND MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL

1. **Mobilization:** Obtaining of required permits and the moving of the Contractors operations and equipment required for construction. Provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by Governing agencies. The Contractor will not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.
2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 100 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours.
   A. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for MOT/TTC in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.
   B. MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).
   C. Contractor must have one (1) person that is MOT/TTC Advanced certified on site at all times during construction.

WORK HOURS

1. The City's normal working hours are Monday through Friday from 7:00 AM to 5:30 PM.
2. If additional hours are necessary, the Contractor must give 48 hours advance notice to the Project Inspector/Project Manager.
3. Contractor will be responsible for inspector's overtime, if needed.
4. Night work will be allowed if it would result in less impact to the public or reduced safety issues at no extra cost to city.
5. No work will be permitted on City observed holidays.

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance with:

1. Measurement and Payment attached as **Exhibit C**
2. Standard Specifications for Sitework attached as **Exhibit D**
3. Project Sign Detail attached as **Exhibit E**
4. 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

5. City of Ocala Commercial Conduit Rules and Regulations, available from: Ocala Electric Utility, Electrical Engineering Division, 1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470.
6. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at:

   http://www.fdot.gov/programmanagement/Implemented/SpecBooks/
7. Manual on Uniform Traffic Control Devices (MUTCD), available at: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm
8. **Job Site Documents:** Contractor must have the above listed documents in addition to up to date copies of shop drawings, plans and bid documents at job sites at all times.

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Inspector/Project Manager for approval for all project locations that will take longer than 30 calendar days to complete. This schedule must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **Right-of-Way Maps and As-Builts:** Upon final completion of each individual project, signed and sealed right-of-way maps (when applicable) and as-builts must be submitted and approved by the City.
3. **Material & Construction Equipment:** All material and construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City.
5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square.
6. **Damages:** Contractor is responsible for 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.
7. **Compliance:** Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
8. **Subcontractors:** Contractor must perform a minimum of **THIRTY PERCENT (30%)** of work with its own forces.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.

2. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive or disorderly person in their employment. City and the contractor must each be promptly notified by the other of any complaints received.
3. The contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email and address for the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. An employee roster must be provided.
5. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
6. The employees of the contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
7. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
8. Contractor personnel shall abide by the City's smoking regulations. Smoking is restricted to designated smoking areas only and is not permitted in any City buildings.
9. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
10. Prime contractor and sub-contractor vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

PROJECT SIGNS

1. Contractor is required to provide two (2) portable signs to be relocated as project progresses at locations that are approved by City Inspectors.
2. If during the contract time sign becomes broken or inaccurate, contractor will replace or make sign accurate at no extra charge to the City.

SURVEY LAYOUT

1. The City Engineer/Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.
2. If the Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be at the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City will be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

TESTING REQUIREMENTS

1. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Engineer.
2. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
3. Asphalt samples will only be taken at the job site or asphalt plant and will have to meet these specifications. All work which has not been tested and accepted shall not be paid for.

EROSION SEDIMENT AND FLOOD CONTROL

1. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
2. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

CONSTRUCTION WORK AREAS

1. The City is not responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material will be transported to the proper station for construction, assembly, response to possible public concern.
3. Provide on-site sanitary facilities as required by Governing agencies.
4. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with an FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** 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 shallbe completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is mandatory.

4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work, to the satisfaction of the City.
5. **Final Cleaning:** Upon completion of work, clean entire work and project site as applicable.
   A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
   B. Remove any foreign materials from exposed surfaces.
   C. Broom clean exterior paved driveways and parking areas.
   D. Hose clean sidewalks and concrete exposed surfaces.

SAFETY

1. Contractor shall be fully responsible for meeting all OSHA, local, state and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc.
2. Prior to completion, storage and adequate protection of all material and equipment will be the contractor's responsibility.
3. In no event shall the City be responsible for any damages to any of the contractor's equipment, materials, property or clothing lost, damaged, destroyed or stolen.

SUBMITTALS

1. 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.

SUBSTANTIAL COMPLETION PROCESS

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
   A. A written notice that the work or designated portion thereof, is substantially complete.
   B. A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, the City will make an inspection to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
   A. The City will promptly notify the Contractor in writing, giving the reasons, therefore.
   B. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
   C. The City will re-inspect the work.

4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

FINAL COMPLETION PROCESS

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
   A. Contract documents have been reviewed.
   B. Work has been inspected for compliance with Contract documents.
   C. Work has been completed in accordance with Contract documents.
   D. Equipment and systems have been tested in the presence of the City representative and are operational.
2. The City will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the City consider that the work is incomplete or defective:
   A. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
   B. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
   C. The City will re-inspect the work.
4. When the City finds that the work is acceptable under the Contract documents, the City shall request the Contractor make closeout submittals.
5. **Final Application for Payment:** The Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

CONTRACTOR CLOSEOUT DOCUMENTS

1. Evidence of compliance with requirements of governing authorities.
2. Consent of Surety to final payment.
3. Approved project record documents include electronic (CADD) and hard copy signed and sealed "As Built" by professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies).

Exhibit B - PRICE PROPOSAL			CONTRACT# CIP/211092	
CW Roberts Contracting, Inc.				
2022 Parking Lot Improvement Plan (PLIP)				
ITEM	**DESCRIPTION**	**UOM**	**QTY PRICING**	**UNIT COST**
G-02	Bonds	LS	1	$ 5,000.00
G-03	Project Sign	EA	2	$ 1,500.00
G-05	Maintenance of Traffic	DAY	1	$ 2,500.00
G-06-1	Silt Fence & Sediment Control (Installation and Removal)	LF	1 -100	$ 5.00
G-06-2	Silt Fence & Sediment Control (Installation and Removal) [LARGER QTY]	LF	101 - 1000+	$ 4.00
G-07	Tree Protection/ Construction Fence	LF	1	$ 10.00
G-08-1	Remove and Relocate Existing Mailboxes	EA	1	$ 155.00
G-08-2	New Mailbox (Furnish&install)	EA	1	$ 250.00
G-09	Clearing and Grubbing - LIGHT	SY	1	$ 30.00
G-10	Clearing and Grubbing - HEAVY	SY	1	$ 60.00
G-11-1	Excavation, General	CY	0 - 50	$ 75.00
G-11-2	Excavation, General [LARGER QTY]	CY	51 - 500+	$ 60.00
G-12-1	Backfill w/Off-site Material	CY	0 - 50	$ 90.00
G-12-2	Backfill w/Off-site Material [LARGER QTY]	CY	51 - 500+	$ 75.00
G-15-1	Finish Grading	SY	1 - 250	$ 10.00
G-15-2	Finish Grading [LARGER QTY]	SY	251 - 1000+	$ 9.00
G-17-1	Remove and Replace Unsuitable Material	CY	0 - 50	$ 90.00
G-17-2	Remove and Replace Unsuitable Material [LARGER QTY]	CY	51 - 500+	$ 75.00
G-18-1	Stabilized subgrade	SY	1 - 500	$ 15.00
G-18-2	Stabilized subgrade [LARGER QTY]	SY	501 - 2000+	$ 14.00
G-18-3	Compacted Subgrade	SY	1 - 500	$ 10.00
G-18-4	Compacted Subgrade [LARGER QTY]	SY	501 - 2000+	$ 9.00
G-19-1	Limerock- New Material for Reworking Base	CY	1 - 250	$ 50.00
G-19-2	Limerock- New Material for Reworking Base [LARGER QTY]	CY	251 -1000+	$ 48.00
G-19-3	Limerock- 4" Base	SY	1 - 250	$ 30.00
G-19-4	Limerock- 4" Base [LARGER QTY]	SY	251 - 1000+	$ 22.00
G-19-5	Limerock- 6" Base	SY	1 - 250	$ 45.00
G-19-6	Limerock- 6" Base [LARGER QTY]	SY	251 - 1000+	$ 35.00
G-19-7	Limerock- 8" Base	SY	1 - 250	$ 60.00
G-19-8	Limerock- 8" Base [LARGER QTY]	SY	251 - 1000+	$ 45.00
G-19-9	Limerock- 10" Base	SY	1 - 250	$ 75.00
G-19-10	Limerock- 10" Base [LARGER QTY]	SY	251 - 1000+	$ 55.00
G-19-11	Limerock- 12" Base	SY	1 - 250	$ 90.00
G-19-12	Limerock- 12" Base [LARGER QTY]	SY	251 - 1000+	$ 70.00

Exhibit B - PRICE PROPOSAL			CONTRACT# CIP/211092	
CW Roberts Contracting, Inc.				
2022 Parking Lot Improvement Plan (PLIP)				
ITEM	**DESCRIPTION**	**UOM**	**QTY PRICING**	**UNIT COST**
G-20-1	Temporary Construction Tracking Pad	LS	1	$ 1,800.00
G-20-2	No. 57 Stone	CY	1 - 100	$ 175.00
G-20-3	No. 57 Stone [LARGER QTY]	CY	101 - 500+	$ 170.00
G-21-1	Removal of Existing Concrete Sidewalks/ Driveways	SY	0 - 75	$ 38.00
G-21-2	Removal of Existing Concrete Sidewalks/ Driveways [LARGER QTY]	SY	76 - 500+	$ 37.00
G-22-1	Removal of Existing Concrete Curb & Gutter	LF	0 - 75	$ 25.00
G-22-2	Removal of Existing Concrete Curb & Gutter [LARGER QTY]	LF	76 - 250+	$ 24.00
G-24-1	Removal of Existing Asphalt Pavement	SY	1 - 100	$ 25.00
G-24-2	Removal of Existing Asphalt Pavement [LARGER QTY]	SY	101 -500+	$ 24.00
G-25-1	Temporary Asphalt Millings	TN	1 - 100	$ 45.00
G-25-2	Temporary Asphalt Millings [LARGER QTY]	TN	101-500+	$ 44.00
G-26-1	Mill Existing Asphalt Pavement at 1" Depth	SY	1 - 750	$ 28.00
G-26-2	Mill Existing Asphalt Pavement at 1" Depth [LARGER QTY]	SY	751 - 5000+	$ 15.00
G-26-3	Mill Existing Asphalt Pavement at 1.5" Depth	SY	1 - 750	$ 28.00
G-26-4	Mill Existing Asphalt Pavement at 1.5" Depth [LARGER QTY]	SY	751 - 5000+	$ 15.00
G-26-5	Mill Existing Asphalt Pavement at 2" Depth	SY	1 - 750	$ 28.00
G-26-6	Mill Existing Asphalt Pavement at 2" Depth [LARGER QTY]	SY	751 - 5000+	$ 15.00
G-27-1	Compacted Roadway Subbase	SY	1-500	$ 15.00
G-27-2	Compacted Roadway Subbase [LARGER QTY]	SY	501 - 5000+	$ 7.00
G-28-1	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	1-500	$ 15.00
G-28-2	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8") [LARGER QTY]	SY	501 - 5000+	$ 14.00
G-31-1	Miscellaneous Asphalt (25 ≤ tons)	TN	0 -25	$ 400.00
G-31-2	Asphalt Berms, Speed Bumps & Curbs	TN	1	$ 350.00
G-31-3	Asphalt Leveling Superpave 9.5	TN	1	$ 220.00
G-31-4	Asphalt Pavement Superpave - 9.5	TN	26 -200	$ 300.00
G-31-5	Asphalt Pavement Superpave - 9.5 [MEDIUM QTY]	TN	201 - 500	$ 210.00
G-31-6	Asphalt Pavement Superpave - 9.5 [LARGER QTY]	TN	501 -1000+	$ 150.00
G-31-7	Asphalt Pavement FC 9.5 w/Poly	TN	1 -200	$ 330.00
G-31-8	Asphalt Pavement FC 9.5 w/Poly [MEDIUM QTY]	TN	201 - 500	$ 240.00
G-31-9	Asphalt Pavement FC 9.5 w/Poly [LARGER QTY]	TN	501 -1000+	$ 180.00
G-31-10	Asphalt Pavement Superpave - 12.5	TN	26 -200	$ 300.00
G-31-11	Asphalt Pavement Superpave -12.5 [MEDIUM QTY]	TN	201 -500	$ 210.00
G-31-12	Asphalt Pavement Superpave - 12.5 [LARGER QTY]	TN	501 -1000+	$ 150.00

Exhibit B - PRICE PROPOSAL			CONTRACT# CIP/211092	
CW Roberts Contracting, Inc.				
2022 Parking Lot Improvement Plan (PLIP)				
ITEM	**DESCRIPTION**	**UOM**	**QTY PRICING**	**UNIT COST**
G-32	Roadway Guardrail	LF	1	$ 400.00
G-33-1	Object Marker, Type 1	EA	1	$ 300.00
G-33-2	Object Marker, Type 2	EA	1	$ 200.00
G-33-3	Object Marker, Type 3	EA	1	$ 300.00
G-33-4	Object Marker, Type 4	EA	1	$ 360.00
G-34-1	Delineator, Flexible Tubular	EA	1	$ 175.00
G-34-2	Delineator, non-Flexible	EA	1	$ 135.00
G-34-3	Delineator, Flexible High Visibility Median	EA	1	$ 300.00
G-34-4	Delineator, Flexible High Performance	EA	1	$ 250.00
G-39	Pull and Junction Box, Furnish & Install	EA	1	$ 2,250.00
G-40	Pull and Junction Box, Install	EA	1	$ 1,550.00
G-41	Pull and Junction Box, relocate	EA	1	$ 3,000.00
G-42-1	Type C Stormwater Inlet, 0'-6'	EA	1	$ 5,000.00
G-42-2	Type C Stormwater Inlet, 6'-12'	EA	1	$ 6,500.00
G-42-3	Type C Stormwater Inlet, 12'-18'	EA	1	$ 9,500.00
G-42-4	Type C Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-42-5	Type D Storm water Inlet, 0'-6'	EA	1	$ 5,500.00
G-42-6	Type D Storm water Inlet, 6'-12'	EA	1	$ 7,500.00
G-42-7	Type D Stormwater Inlet, 12'-18'	EA	1	$ 10,000.00
G-42-8	Type D Stormwater Inlet, 18'-24'	EA	1	$ 12,500.00
G-42-9	Type 1 Stormwater Inlet, 0'-6'	EA	1	$ 6,500.00
G-42-10	Type 1 Stormwater Inlet, 6'-12'	EA	1	$ 8,500.00
G-42-11	Type 1 Stormwater Inlet, 12'-18'	EA	1	$ 9,500.00
G-42-12	Type 1 Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-42-13	Type 2 Stormwater Inlet, 0'-6'	EA	1	$ 6,500.00
G-42-14	Type 2 Stormwater Inlet, 6'-12'	EA	1	$ 8,500.00
G-42-15	Type 2 Stormwater Inlet, 12'-18'	EA	1	$ 9,500.00
G-42-16	Type 2 Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-42-17	Type 4 Stormwater Inlet, 0'-6'	EA	1	$ 6,500.00
G-42-18	Type 4 Stormwater Inlet, 6'-12'	EA	1	$ 8,500.00
G-42-19	Type 4 Stormwater Inlet, 12'-18'	EA	1	$ 9,500.00
G-42-20	Type 4 Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-42-21	Type 5 Stormwater Inlet, 0'-6'	EA	1	$ 6,500.00
G-42-22	Type 5 Stormwater Inlet, 6'-12'	EA	1	$ 8,500.00

Exhibit B - PRICE PROPOSAL			CONTRACT# CIP/211092	
CW Roberts Contracting, Inc.				
2022 Parking Lot Improvement Plan (PLIP)				
ITEM	**DESCRIPTION**	**UOM**	**QTY PRICING**	**UNIT COST**
G-42-23	Type 5 Stormwater Inlet, 12'-18'	EA	1	$ 9,500.00
G-42-24	Type 5 Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-42-25	Type 6 Stormwater Inlet, 0'-6'	EA	1	$ 7,000.00
G-42-26	Type 6 Stormwater Inlet, 6'-12'	EA	1	$ 9,000.00
G-42-27	Type 6 Stormwater Inlet, 12'-18'	EA	1	$ 10,000.00
G-42-28	Type 6 Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-42-29	Type 9 Stormwater Inlet, 0'-6'	EA	1	$ 6,500.00
G-42-30	Type 9 Stormwater Inlet, 6 -12'	EA	1	$ 8,500.00
G-42-31	Type 9 Stormwater Inlet, 12'-18'	EA	1	$ 9,500.00
G-42-32	Type 9 Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-44	Stormwater Manhole Cover Adjustments	EA	1	$ 900.00
G-45-1	12" RCP Stormwater Pipe, 0'-6'	LF	1	$ 100.00
G-45-2	12" RCP Stormwater Pipe, 6'-12'	LF	1	$ 120.00
G-45-3	12" RCP Stormwater Pipe, 12'-18'	LF	1	$ 160.00
G-45-4	12" RCP Stormwater Pipe, 18'-24'	LF	1	$ 200.00
G-45-5	15" RCP Stormwater Pipe, 0'-6'	LF	1	$ 100.00
G-45-6	15" RCP Stormwater Pipe, 6'-12'	LF	1	$ 120.00
G-45-7	15" RCP Stormwater Pipe, 12'-18'	LF	1	$ 160.00
G-45-8	15" RCP Stormwater Pipe, 18'-24'	LF	1	$ 200.00
G-45-9	18" RCP Stormwater Pipe, 0'-6'	LF	1	$ 100.00
G-45-10	18" RCP Stormwater Pipe, 6'-12'	LF	1	$ 160.00
G-45-11	18" RCP Stormwater Pipe, 12'-18'	LF	1	$ 180.00
G-45-12	18" RCP Stormwater Pipe, 18'-24'	LF	1	$ 300.00
G-45-13	24" RCP Stormwater Pipe, 0'-6 '	LF	1	$ 160.00
G-45-14	24" RCP Stormwater Pipe, 6'-12'	LF	1	$ 195.00
G-45-15	24" RCP Stormwater Pipe, 12'-18'	LF	1	$ 220.00
G-45-16	24" RCP Stormwater Pipe, 18'-24'	LF	1	$ 340.00
G-45-17	30" RCP Stormwater Pipe, 0'-6'	LF	1	$ 200.00
G-45-18	30" RCP Stormwater Pipe, 6'-12'	LF	1	$ 220.00
G-45-19	30" RCP Stormwater Pipe, 12'-18'	LF	1	$ 280.00
G-45-20	30" RCP Stormwater Pipe, 18'-24'	LF	1	$ 360.00
G-45-21	36" RCP Stormwater Pipe, 0'- 6'	LF	1	$ 240.00
G-45-22	36" RCP Stormwater Pipe, 6'-12'	LF	1	$ 260.00
G-45-23	36" RCP Stormwater Pipe, 12'-18'	LF	1	$ 320.00

Exhibit B - PRICE PROPOSAL			CONTRACT# CIP/211092	
CW Roberts Contracting, Inc.				
2022 Parking Lot Improvement Plan (PLIP)				
ITEM	**DESCRIPTION**	**UOM**	**QTY PRICING**	**UNIT COST**
G-45-24	36" RCP Stormwater Pipe, 18'-24'	LF	1	$ 400.00
G-45-25	42" RCP Stormwater Pipe, 0'-6'	LF	1	$ 280.00
G-45-26	42" RCP Stormwater Pipe, 6'-12'	LF	1	$ 300.00
G-45-27	42" RCP Stormwater Pipe, 12'-18'	LF	1	$ 380.00
G-45-28	42" RCP Stormwater Pipe, 18'-24'	LF	1	$ 440.00
G-45-29	48" RCP Stormwater Pipe, 0'-6'	LF	1	$ 320.00
G-45-30	48" RCP Stormwater Pipe, 6'-12'	LF	1	$ 360.00
G-45-31	48" RCP Stormwater Pipe, 12'-18'	LF	1	$ 420.00
G-45-32	48" RCP Stormwater Pipe, 18'-24'	LF	1	$ 480.00
G-45-33	12" X 18" ERCP Stormwater Pipe, 0'-6'	LF	1	$ 120.00
G-45-34	12" X 18" ERCP Stormwater Pipe, 6'-12'	LF	1	$ 140.00
G-45-35	12" X 18" ERCP Stormwater Pipe 12'-18'	LF	1	$ 150.00
G-45-36	12" X 18" ERCP Stormwater Pipe, 18'-24'	LF	1	$ 190.00
G-45-37	14" X 23" ERCP Stormwater Pipe, 0'-6'	LF	1	$ 140.00
G-45-38	14" X 23" ERCP Stormwater Pipe, 6'-12'	LF	1	$ 170.00
G-45-39	14" X 23" ERCP Stormwater Pipe, 12'-18'	LF	1	$ 200.00
G-45-40	14" X 23" ERCP Stormwater Pipe, 18'-24'	LF	1	$ 240.00
G-45-41	19" X 30" ERCP Stormwater Pipe, 0'-6'	LF	1	$ 200.00
G-45-42	19" X 30" ERCP Stormwater Pipe, 6'-12'	LF	1	$ 215.00
G-45-43	19" X 30" ERCP Stormwater Pipe, 12'-18'	LF	1	$ 230.00
G-45-44	19" X 30" ERCP Stormwater Pipe, 18'-24'	LF	1	$ 320.00
G-45-45	24" X 38" ERCP Stormwater Pipe, 0'-6'	LF	1	$ 280.00
G-45-46	24" X 38" ERCP Stormwater Pipe, 6'-12'	LF	1	$ 300.00
G-45-47	24" X 38" ERCP Stormwater Pipe, 12'-18'	LF	1	$ 330.00
G-45-48	24" X 38" ERCP Stormwater Pipe, 18'-24'	LF	1	$ 400.00
G-45-49	29" X 45" ERCP Stormwater Pipe, 0'-6'	LF	1	$ 340.00
G-45-50	29" X 45" ERCP Stormwater Pipe, 6'-12'	LF	1	$ 370.00
G-45-51	29" X 45" ERCP Stormwater Pipe, 12'-18'	LF	1	$ 430.00
G-45-52	29" X 45" ERCP Stormwater Pipe, 18'-24'	LF	1	$ 480.00
G-45-53	34" X 53" ERCP Stormwater Pipe, 0'-6'	LF	1	$ 400.00
G-45-54	34" X 53" ERCP Stormwater Pipe, 6'-12'	LF	1	$ 460.00
G-45-55	34" X 53" ERCP Stormwater Pipe, 12'-18'	LF	1	$ 540.00
G-45-56	34" X 53" ERCP Stormwater Pipe, 18'-24'	LF	1	$ 585.00
G-45-57	Remove & Replace Existing 15" RCP Stormwater Pipe	LF	1	$ 200.00

Exhibit B - PRICE PROPOSAL			CONTRACT# CIP/211092	
CW Roberts Contracting, Inc.				
2022 Parking Lot Improvement Plan (PLIP)				
ITEM	**DESCRIPTION**	**UOM**	**QTY PRICING**	**UNIT COST**
G-45-58	Remove & Replace Existing 18" RCP Stormwater Pipe	LF	1	$ 240.00
G-45-59	12" CMP Stormwater Pipe	LF	1	$ 100.00
G-45-60	15" CMP Stormwater Pipe	LF	1	$ 120.00
G-45-61	18" CMP Stormwater Pipe	LF	1	$ 140.00
G-45-62	Remove & Replace Existing 15" CMP Stormwater Pipe, 0'-12'	LF	1	$ 200.00
G-45-63	Remove & Replace Existing 18" CMP Stormwater Pipe, 0'-12'	LF	1	$ 240.00
G-46	Clean Existing Culverts Pipes	LF	1	$ 75.00
G-47	Clean Existing Inlets	EA	1	$ 850.00
G-48-1	12" Concrete Mitered End	EA	1	$ 1,800.00
G-48-2	15" Concrete Mitered End	EA	1	$ 2,000.00
G-48-3	18" Concrete Mitered End	EA	1	$ 2,000.00
G-48-4	24" Concrete Mitered End	EA	1	$ 3,000.00
G-48-5	30" Concrete Mitered End	EA	1	$ 3,000.00
G-48-6	36" Concrete Mitered End	EA	1	$ 6,000.00
G-48-7	42" Concrete Mitered End	EA	1	$ 10,000.00
G-48-8	48" Concrete Mitered End	EA	1	$ 10,000.00
G-49-1	Concrete Flume	SY	1	$ 150.00
G-49-2	Remove & Replace Concrete Flume	SY	1	$ 200.00
G-50	Underdrain	LF	1	$ 80.00
G-51	Construction Roadway Pre-Survey	HR	1	$ 300.00
G-52	As-built Survey	HR	1	$ 300.00
G-53-1	Pipe Handrail - Guiderail, Aluminum	LF	1	$ 175.00
G-53-2	Pedestrian/Bicycle, Railing, Aluminum Only, 42" Picket Rail	LF	1	$ 220.00
G-53-3	Pedestrian/Bicycle, Railing, Aluminum Only,42" Type1	LF	1	$ 175.00
G-53-4	Pipe Handrail, Aluminum	LF	1	$ 175.00
G-54-1	Bollard, 4 Inch	EA	1	$ 1,850.00
G-54-2	Bollard, 6 Inch	EA	1	$ 1,950.00
G-55-A-1	Concrete Curb, Type A	LF	0 -50	$ 32.00
G-55-A-2	Concrete Curb, Type A [LARGER QTY]	LF	51 - 100+	$ 30.00
G-55-B-1	Concrete Curb, Type B	LF	0 - 50	$ 32.00
G-55-B-2	Concrete Curb, Type B [LARGER QTY]	LF	51 - 100+	$ 30.00
G-55-D-1	Concrete Curb, Type D	LF	0 - 50	$ 32.00
G-55-D-2	Concrete Curb, Type D [LARGER QTY]	LF	51 - 100+	$ 30.00
G-55-E-1	Concrete Curb, Type E	LF	0 - 50	$ 32.00

Exhibit B - PRICE PROPOSAL			CONTRACT# CIP/211092	
CW Roberts Contracting, Inc.				
2022 Parking Lot Improvement Plan (PLIP)				
ITEM	**DESCRIPTION**	**UOM**	**QTY PRICING**	**UNIT COST**
G-55-E-2	Concrete Curb, Type E [LARGER QTY]	LF	51 - 100+	$ 30.00
G-55-F-1	Concrete Curb, Type F	LF	0 - 50	$ 32.00
G-55-F-2	Concrete Curb, Type F [LARGER QTY]	LF	51 - 100+	$ 30.00
G-55-RA-1	Concrete Curb, Type RA	LF	0 - 50	$ 34.00
G-55-RA-2	Concrete Curb, Type RA [LARGER QTY]	LF	51 - 100+	$ 32.00
G-55-DR-1	Concrete Valley/Drop Curb & Gutter	LF	0 - 50	$ 34.00
G-55-DR-2	Concrete Valley/Drop Curb & Gutter [LARGER QTY]	LF	51 - 100+	$ 32.00
G-56	Concrete Valley/Drop Curb & Gutter Remove & Replace	LF	1	$ 59.00
G-57-1	4 inch concrete (3000 psi)	SY	0 - 50	$ 80.00
G-57-2	4 inch concrete (3000 psi) [LARGER QTY]	SY	51 - 250+	$ 75.00
G-57-3	4 inch concrete (4000 psi /with fiber)	SY	0 - 50	$ 100.00
G-57-4	4 inch concrete (4000 psi /with fiber) [LARGER QTY]	SY	51 - 250+	$ 90.00
G-57-5	6 inch concrete with fiber reinforced (3000 psi)	SY	0 - 50	$ 110.00
G-57-6	6 inch concrete with fiber reinforced (3000 psi) [LARGER QTY]	SY	51 - 250+	$ 100.00
G-57-7	6 inch concrete with fiber reinforced (4000 psi /with fiber)	SY	0 - 50	$ 130.00
G-57-8	6 inch concrete with fiber reinforced (4000 psi /with fiber) [LARGER QTY]	SY	51 - 250+	$ 110.00
G-57-9	8 inch concrete with fiber and/or rebar (4000 psi)	SY	0 - 50	$ 200.00
G-57-10	8 inch concrete with fiber and/or rebar (4000 psi) [LARGER QTY]	SY	51 - 250+	$ 180.00
G-57-11	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	0 - 50	$ 110.00
G-57-12	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi) [LARGER QTY]	SY	51 - 250+	$ 110.00
G-57-13	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	0 - 50	$ 140.00
G-57-14	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi) [LARGER QTY]	SY	51 - 250+	$ 140.00
G-57-15	Concrete Edge Beam	LF	1	$ 28.00
G-57-16	Miscellaneous Concrete	CY	1	$ 750.00
G-58	Patterned/Textured Pavement, Vehicular Areas for Crosswalk	SY	1	$ 365.00
G-59-1	Brick Paver Bands (furnish and install)	LF	1	$ 35.00
G-59-2	Architectural Brick (traffic rated, furnish and install)	SY	1	$ 260.00
G-60-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	1	$ 2,750.00
G-60-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	1	$ 2,750.00
G-60-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	1	$ 2,650.00
G-60-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	1	$ 3,450.00
G-60-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	1	$ 2,680.00

Exhibit B - PRICE PROPOSAL			CONTRACT# CIP/211092	
CW Roberts Contracting, Inc.				
2022 Parking Lot Improvement Plan (PLIP)				
ITEM	**DESCRIPTION**	**UOM**	**QTY PRICING**	**UNIT COST**
G-60-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	1	$ 2,960.00
G-60-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	1	$ 2,960.00
G-60-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	1	$ 5,760.00
G-61	Detectable Warnings on Walking Surfaces (Retrofit)	SF	1	$ 75.00
G-62-1	Roof Drain Assembly, conduit	EA	1	$ 450.00
G-62-2	Roof Drain Assembly, Polylok	EA	1	$ 650.00
G-65	Rip Rap	CY	1	$ 400.00
G-66	Concrete Rubble 2' Thick	SY	1	$ 280.00
G-78-1	Seed and Mulch	SY	1 -500	$ 25.00
G-78-2	Seed and Mulch [LARGER QTY]	SY	500 -1000+	$ 12.00
G-79-1	Sod - St. Augustine	SY	1 -250	$ 25.00
G-79-2	Sod - St. Augustine [LARGER QTY]	SY	251 -1000+	$ 14.00
G-79-3	Sod – Bahia	SY	1 -250	$ 25.00
G-79-4	Sod – Bahia [LARGER QTY]	SY	251 - 1000+	$ 14.00
G-87-1	Inductive Loop Detector Type A w/Homerun	EA	1	$ 3,485.00
G-87-2	Inductive Loop Detector Type B w/Homerun	EA	1	$ 3,485.00
G-87-3	Inductive Loop Detector Type F w/Homerun	EA	1	$ 3,680.00
G-88	Traffic Control Sign Assembly	EA	1	$ 650.00
G-89	Traffic Control Sign Assembly Removal & Relocation	EA	1	$ 195.00
G-90-1	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	0 -50	$ 10.00
G-90-2	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive [LARGER QTY]	EA	50 -250+	$ 6.00
G-91-1	Standard Wheel Stops	EA	1	$ 110.00
G-91-2	Standard Wheel Stops (Remove and Reinstall)	EA	1	$ 175.00
G-92-1	Painted Pavement Markings, Standard, White, Solid, 6"	LF	0 - 25	$ 0.30
G-92-2	Painted Pavement Markings, Standard, White, Solid, 6" [LARGER QTY]	LF	26 - 100+	$ 0.30
G-92-3	Painted Pavement Markings, Standard, White, Solid, 24"	LF	0 - 25	$ 1.65
G-92-4	Painted Pavement Markings, Standard, White, Solid, 24" [LARGER QTY]	LF	26 - 50+	$ 1.65
G-92-5	Painted Pavement Markings, Standard, White, Solid, 12"	LF	0 -25	$ 1.00
G-92-6	Painted Pavement Markings, Standard, White, Solid, 12" [LARGER QTY]	LF	26 -50+	$ 1.00
G-92-7	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	1 -250	$ 0.18
G-92-8	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross) [LARGER QTY]	GLF	251 - 1000+	$ 0.18

Exhibit B - PRICE PROPOSAL			CONTRACT# CIP/211092	
CW Roberts Contracting, Inc.				
2022 Parking Lot Improvement Plan (PLIP)				
ITEM	**DESCRIPTION**	**UOM**	**QTY PRICING**	**UNIT COST**
G-92-9	Painted Pavement Markings, Standard, White, Dotted/ Guideline, 6-10 Gap Extension, 6"	GLF	0-25	$ 0.70
G-92-10	Painted Pavement Markings, Standard, White, Dotted/ Guideline, 6-10 Gap Extension, 6" [LARGER QTY]	GLF	26 - 50+	$ 0.70
G-92-11	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	1 - 250	$ 0.65
G-92-12	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe [LARGER QTY]	LF	250 - 1000+	$ 0.65
G-92-13	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	0 -100	$ 0.65
G-92-14	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe [LARGER QTY]	LF	101 - 1000+	$ 0.65
G-92-15	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	0 -25	$ 1.30
G-92-16	Painted Pavement Markings, Standard, Solid 18" Stripe [LARGER QTY]	LF	26 - 75+	$ 1.30
G-92-17	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 2'- 4' Gap Extension, 6"	GLF	0 - 20	$ 0.65
G-92-18	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 2'- 4' Gap Extension, 6" [LARGER QTY]	GLF	21 - 50+	$ 0.65
G-92-19	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 6-10 Gap Extension, 6"	GLF	0 - 20	$ 0.65
G-92-20	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 6-10 Gap Extension, 6" [LARGER QTY]	GLF	21 - 50+	$ 0.65
G-92-21	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 2 - 2' Dotted, Extension, 12"	GLF	0 - 20	$ 0.70
G-92-22	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 2 - 2' Dotted, Extension, 12" [LARGER QTY]	GLF	21 - 50+	$ 0.70
G-92-23	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 3'- 9', Dotted, Extension, 6"	GLF	0 - 20	$ 0.65
G-92-24	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 3'- 9', Dotted, Extension, 6" [LARGER QTY]	GLF	21 - 50+	$ 0.65
G-93-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	0 - 25	$ 1.30
G-93-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe [LARGER QTY]	LF	26 - 100+	$ 1.30
G-93-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	0 - 25	$ 4.60
G-93-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe [LARGER QTY]	LF	26 - 100+	$ 4.60
G-93-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	0 - 25	$ 12.00
G-93-6	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe [LARGER QTY]	LF	26 - 50+	$ 12.00

Exhibit B - PRICE PROPOSAL			CONTRACT# CIP/211092	
CW Roberts Contracting, Inc.				
2022 Parking Lot Improvement Plan (PLIP)				
ITEM	**DESCRIPTION**	**UOM**	**QTY PRICING**	**UNIT COST**
G-93-7	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	1 -250	$ 0.55
G-93-8	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross) [LARGER QTY]	GLF	251 - 1000+	$ 0.55
G-93-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	0 - 20	$ 1.65
G-93-10	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6" [LARGER QTY]	GLF	21 - 50+	$ 1.65
G-93-11	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	1 -250	$ 2.75
G-93-12	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe [LARGER QTY]	LF	251 - 1000+	$ 2.75
G-93-13	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	0 - 25	$ 6.20
G-93-14	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe [LARGER QTY]	LF	26 - 75+	$ 6.20
G-93-15	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	0 - 20	$ 3.20
G-93-16	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6" [LARGER QTY]	GLF	21 - 50+	$ 3.20
G-93-17	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	0 - 20	$ 4.65
G-93-18	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12" [LARGER QTY]	GLF	21 - 50+	$ 4.65
G-93-19	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	0 - 100	$ 1.60
G-93-20	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6" [LARGER QTY]	LF	100 - 1000+	$ 1.60
G-93-21	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	0 - 20	$ 3.20
G-93-22	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6" [LARGER QTY]	GLF	21 - 50+	$ 3.20
G-93-23	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	0 - 20	$ 4.65
G-93-24	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6" [LARGER QTY]	GLF	21 - 50+	$ 4.65
G-94-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "STOP"	EA	1	$ 300.00
G-94-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message " STOP AHEAD "	EA	1	$ 600.00
G-94-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Arrow	EA	1	$ 100.00

Exhibit B - PRICE PROPOSAL			CONTRACT# CIP/211092	
CW Roberts Contracting, Inc.				
2022 Parking Lot Improvement Plan (PLIP)				
ITEM	**DESCRIPTION**	**UOM**	**QTY PRICING**	**UNIT COST**
G-94-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Yield Line Symbol	EA	1	$ 165.00
G-94-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "SCHOOL"	EA	1	$ 400.00
G-94-6	Thermoplastic Traffic Stripes and Markings, White, Message "R & R" Crossing	EA	1	$ 400.00
G-94-7	Thermoplastic Traffic Stripes and Markings, Standard, White, Message "Bus "	EA	1	$ 400.00
G-94-8	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "HANDICAP"	EA	1	$ 400.00
G-94-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "Bike symbol"	EA	1	$ 400.00
G-95-1	Painted Pavement Markings, Standard, White, Pavement Message "Stop Ahead"	EA	1	$ 175.00
G-95-2	Painted Pavement Markings, Standard, White, Pavement Message "Stop"	EA	1	$ 175.00
G-95-3	Painted Pavement Markings, Standard, White, White Direction Arrow	EA	1	$ 175.00
G-95-4	Painted Pavement Markings, Standard, White, Yield Line Symbol	EA	1	$ 175.00
G-95-5	Painted Pavement Markings, Standard, Pavement Message "School"	EA	1	$ 175.00
G-95-6	Painted Pavement Markings, Standard, White, "R & R" Crossing	EA	1	$ 175.00
G-95-7	Painted Pavement Markings, Standard, Yellow, Island Nose	LF	1	$ 6.00
G-95-8	Remove Stripe/Pavement/Message (Grind or Waterblast)	SF	1	$ 8.00
G-95-9	Painted Pavement Markings, Standard, Pavement Message "BUS"	EA	1	$ 175.00
G-95-10	Painted Pavement Markings, Standard, White, Pavement Message "Handicap"	EA	1	$ 175.00
G-95-11	Painted Pavement Markings, Standard, White, Pavement Message "Bike Symbol"	EA	1	$ 175.00
G-99	Remove & Reinstall Speed Hump	EA	1	$ 2,000.00
G-100-1	1" SCDH 40 PVC, Conduit, Furnish & Install	LF	1	$ 12.00
G-100-2	2" SCDH 40 PVC, Conduit, Furnish & Install	LF	1	$ 12.00
G-100-3	3" SCDH 40 PVC, Conduit, Furnish & Install	LF	1	$ 13.00
G-100-4	4" SCDH 40 PVC, Conduit, Furnish & Install	LF	1	$ 15.00
G-100-5	6" SCDH 40 PVC, Conduit, Furnish & Install	LF	1	$ 20.00
G-101-1	Directional Bore - 1" PVC PIPE	LF	1	$ 75.00
G-101-2	Directional Bore - 2" PVC PIPE	LF	1	$ 78.00

Exhibit B - PRICE PROPOSAL			CONTRACT# CIP/211092	
CW Roberts Contracting, Inc.				
2022 Parking Lot Improvement Plan (PLIP)				
ITEM	**DESCRIPTION**	**UOM**	**QTY PRICING**	**UNIT COST**
G-101-3	Directional Bore - 3" PVC PIPE	LF	1	$ 78.00
G-101-4	Directional Bore - 4" PVC PIPE	LF	1	$ 108.00
G-101-5	Directional Bore - 6" PVC PIPE	LF	1	$ 140.00
G-101-6	Directional Bore - 2" HDPE PIPE	LF	1	$ 80.00
G-101-7	Directional Bore - 4" HDPE PIPE	LF	1	$ 108.00
G-101-8	Directional Bore - 6" HDPE PIPE	LF	1	$ 135.00
G-101-9	Directional Bore - 8" HDPE PIPE	LF	1	$ 186.00
G-101-10	Directional Bore - 10" HDPE PIPE	LF	1	$ 225.00
G-101-11	Directional Bore - 12" HDPE PIPE	LF	1	$ 260.00
G-101-12	Directional Bore - 14" HDPE PIPE	LF	1	$ 310.00
G-101-13	Directional Bore - 16" HDPE PIPE	LF	1	$ 350.00
G-101-14	Directional Bore - 18" HDPE PIPE	LF	1	$ 400.00
G-102-1	Traffic Separator Concrete - TYPE I, 4' WIDE	LF	1	$ 80.00
G-102-2	Traffic Separator Concrete - TYPE I, 6' WIDE	LF	1	$ 100.00
G-102-3	Traffic Separator Concrete - TYPE I, 8.5' WIDE	LF	1	$ 160.00
G-102-4	Traffic Separator Concrete - TYPE II, 4' WIDE	LF	1	$ 80.00
G-102-5	Traffic Separator Concrete - TYPE II, 6' WIDE	LF	1	$ 110.00
G-102-6	Traffic Separator Concrete - TYPE II, 8.5' WIDE	LF	1	$ 170.00
G-102-7	Traffic Separator Concrete - TYPE IV, 4' WIDE	LF	1	$ 90.00
G-102-8	Traffic Separator Concrete - TYPE IV, 6' WIDE	LF	1	$ 110.00
G-102-9	Traffic Separator Concrete - TYPE IV, 8.5' WIDE	LF	1	$ 200.00
G-102-10	Traffic Separator Concrete - TYPE V, 4' WIDE	LF	1	$ 120.00
G-102-11	Traffic Separator Concrete - TYPE V, 6' WIDE	LF	1	$ 180.00
G-103	Decorative Stamp installed in concrete finish (City provides stamp)	EA	1	$ 35.00
G-104-1	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	1-250	$ 120.00
G-104-2	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing [LARGER QTY]	GAL	251 - 1000+	$ 120.00
S-04-1	Remove Existing 22" Ring & Cover & Replace w/24" Hinged R/C (Labor Only)	EA	1	$ 1,400.00
S-04-2	Remove Existing 32" Ring & Cover & Replace w/32" Hinged R/C (Labor Only)	EA	1	$ 2,000.00
W-20-1	Adjust Valve Box to Grade (Traffic rated metal riser ring)	EA	1	$ 850.00
W-20-2	Adjust Valve Box to Grade	EA	1	$ 800.00
W-20-3	Adjust Meter Box to Grade	EA	1	$ 600.00

G-99	**Remove & Reinstall Speed Hump**	**EA**

Payment for this item shall be made at the unit price set forth in the Bid Schedule and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include, but is not limited to, all material cost, labor, and all incidentals and appurtenances required to complete the installation as shown and specified.

G-100-1	**1" SCDH 40 PVC, Conduit, Furnish & Install**	**LF**
G-100-2	**2" SCDH 40 PVC, Conduit, Furnish & Install**	**LF**
G-100-3	**3" SCDH 40 PVC, Conduit, Furnish & Install**	**LF**
G-100-4	**4" SCDH 40 PVC, Conduit, Furnish & Install**	**LF**
G-100-5	**6" SCDH 40 PVC, Conduit, Furnish & Install**	**LF**

Payment for conduit items includes full compensation for equipment, labor and material necessary to execute the work as required by the plans and applicable City Standards. Payment includes trench excavation, installation of conduit, installation of necessary sweeps and 4' stub ups, pull strings, placement of warning tape, backfilling and compacting of trench and other work necessary for complete installation.

G-101-1	**Directional Bore - 1" PVC PIPE**	**LF**
G-101-2	**Directional Bore - 2" PVC PIPE**	**LF**
G-101-3	**Directional Bore - 3" PVC PIPE**	**LF**
G-101-4	**Directional Bore - 4" PVC PIPE**	**LF**
G-101-5	**Directional Bore - 6" PVC PIPE**	**LF**
G-101-6	**Directional Bore - 2" HDPE PIPE**	**LF**
G-101-7	**Directional Bore - 4" HDPE PIPE**	**LF**
G-101-8	**Directional Bore - 6" HDPE PIPE**	**LF**
G-101-9	**Directional Bore - 8" HDPE PIPE**	**LF**
G-101-10	**Directional Bore - 10" HDPE PIPE**	**LF**
G-101-11	**Directional Bore - 12" HDPE PIPE**	**LF**
G-101-12	**Directional Bore - 14" HDPE PIPE**	**LF**
G-101-13	**Directional Bore - 16" HDPE PIPE**	**LF**
G-101-14	**Directional Bore - 18" HDPE PIPE**	**LF**

Payment for this item shall be made at the unit price set forth in the Bid Schedule and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include, but is not limited to, all costs for excavation, locating existing utilities, backfilling, dewatering, shoring and bracing, directional bore, proper disposal of drill fluids, butt welding of joints and mechanical joint fittings, pipe installation, tracer wire, testing, and all incidentals and appurtenances required to complete the installation as shown and specified.

G-102-1	**Traffic Separator Concrete-TYPE I, 4' WIDE**	**LF**
G-102-2	**Traffic Separator Concrete-TYPE I, 6' WIDE**	**LF**
G-102-3	**Traffic Separator Concrete-TYPE I, 8.5' WIDE**	**LF**
G-102-4	**Traffic Separator Concrete-TYPE II, 4' WIDE**	**LF**
G-102-5	**Traffic Separator Concrete-TYPE II, 6' WIDE**	**LF**
G-102-6	**Traffic Separator Concrete-TYPE II, 8.5' WIDE**	**LF**
G-102-7	**Traffic Separator Concrete-TYPE IV, 4' WIDE**	**LF**
G-102-8	**Traffic Separator Concrete-TYPE IV, 6' WIDE**	**LF**
G-102-9	**Traffic Separator Concrete-TYPE IV, 8.5' WIDE**	**LF**
G-102-10	**Traffic Separator Concrete-TYPE V, 4' WIDE**	**LF**
G-102-11	**Traffic Separator Concrete-TYPE V, 6' WIDE**	**LF**

Payment for this item shall be made at the unit price set forth in the Bid Schedule and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include, but is not limited to, all material cost, forming, contraction joint forming, expansion joint construction, steel reinforcement, finishing and backfilling and compaction, and all incidentals and appurtenances required to complete the installation of the traffic separator as shown and specified in plans and in accordance with Standard Plans 520-020.

G-103	**Decorative Stamp installed in concrete finish (City provides stamp)**	**EA**

Payment for this item shall be made at the unit price set forth in the Bid Schedule and shall constitute full compensation for all cost associated with installing a decorative stamp at each location as specified in the Contract Documents. (Each location may have up to two (2) stamps in a five feet by five feet (5' x 5') area.

G-104-1	**Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing**	**GA**
G-104-2	**Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing**	**GA**

Payment for this bid item shall be made at the unit price set forth in the Bid Schedule and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include, but is not limited to, all costs to crack fill, and all incidentals and appurtenances required to complete the sealing of the Asphalt as shown and specified in FDOT Standard Specifications for Road and Bridge Construction.

NOTE: All other line items measurements and payments descriptions can be found in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.

GENERAL REQUIREMENTS

1. The work specified in this section consists of preparing the roadways for resurfacing and returns the site to its original or better condition once work is completed.
2. Neither the City, nor the City Engineer shall be held responsible for variations found to exist between the drawings and actual field conditions that develop through the period of construction.
3. Standard general site work requirements can be found in the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

PAVEMENT PREPARATION

1. Before any bituminous materials are applied, all loose material, dust, dirt, clumps of asphalt, vegetation, and any other loose foreign material shall be removed for the full width of the application.
2. The original edges of pavement shall be established and particular care taken in cleaning up these edges, so that the maximum pavement width is utilized and to ensure that the prime or tack coats will adhere. Reflective pavement markers and thermoplastic stripes and markings shall be removed when necessary.

CLIP EDGES OF PAVEMENT

1. Where no curbs exist, the edge of road shall be scraped to define the edge of pavement. The existing grass removed beyond the defined edge shall be kept to a minimum (approximately three inches [3”]).
2. The Contractor shall dispose of all loose material scraped within 48 hours of being clipped.
3. New sod will not be laid along the edge of pavement unless specified in the plans or may be installed in specific problem areas as determined by the City Engineer/Project Manager. In areas where sod is to be installed, the existing grass type shall be matched. Where there is not an established type, Argentine Bahia shall be used.

RECLAIMED PAVEMENT

1. Description - Specific to this contract, the existing asphalt pavement may be mixed (or reclaimed) into an existing road base where called for on the plans.

SPREADING AND MIXING

1. Once the existing asphalt is mixed into the existing lime rock base of the road it is graded to the minimum depth required to achieve six inches (6”) to (8) inches of compacted mix, or as called for in the plans.
2. This mixing shall allow for uniform spread of the mixed material within the lime rock base mix. Re-establishment of existing lines and grades is expected**.**

COMPACTING AND FINISHING MIX BASE

1. The mix shall be graded back to its original crown and shape and cut to a level that allows for the thickness of the final asphalt surface course in regard to existing utility structures, driveways, and curbs.
2. The reworked base mix shall be compacted to a density of not less than 98% of maximum density.

3. All excess material is considered to be the contractor material and must be hauled off site to the contractors own storage yard in a timely manner.
4. City property will not be used for storage of excess material.

PRIME & TACK COAT

1. Prime or Tack Coat is incidental to other items of related work and shall be included in the price of the asphalt.
2. Prime and tack coats will be used on all roadway surfaces that the City of Ocala requires use on.
3. Tack coat shall be CRS-1h (trackless tack) to help reduce tracking onto existing streets.

PAVING OF RECLAIMED ROADS

1. Reclaimed roads will be paved as soon as possible.
2. At no time will a reclaimed road be left in an unpaved status longer than seven (7) days once it has compacted and graded to finish grade.

ROOT REMOVAL

1. Removal of Concrete Sidewalk/Driveway and Removal of Curb shall also include all costs for removal and disposal of roots that are encountered during these activities.
2. Roots will be removed to a distance that will allow for forms to be placed and not be interfered with.

GRASSING

1. The Contractor shall sod disturbed areas affected by their work as directed by the Engineer with a grass type that matches existing sod. In areas where there is not an established grass type, Argentine Bahia shall be used.
2. It is the intent of this specification that the Contractor shall produce a satisfactory strand of grass, free of weeds and foreign growth. Contractor is responsible for sod for a minimum of sixty (60) days after installation. If sod does not flourish within the sixty (60) days the contractor will remove and replace sod at no additional cost to the City of Ocala.

CLEAN UP

1. During the progress of the work, the adjacent areas affected thereby shall be kept clean of all rubbish and surplus materials, unneeded construction equipment shall be removed, and all damage shall be repaired so that the public and property owners will be inconvenienced as little as possible. The site of the work shall have a neat, orderly, and workmanlike appearance at all times.
2. When construction material or debris has washed, flowed, fallen, or been discarded into ditches, gutters, drains, catch basins, or elsewhere (either within the construction limits or on public or private property), as a result of Contractor operations, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, etc., kept in a clean and neat condition. This operation is expected to be performed on a daily basis.
3. It shall be up to the Contractor to restore in an acceptable manner all property, both public and private, which has been disturbed by the Contractor during execution of the contract. This shall include picking

up and removal of all excess fills, sub-grade, lime rock, asphalt, and surface material which might be displaced off the roadway during construction. The Contractor shall provide a site for dumping of excess material. The use of private property as a construction storage or dumpsite is prohibited without providing the City Engineer/Project Manager with a written authorization form from the Property Owner.

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

YOUR TAXES AT WORK...

Transportation Rehabilitation Improvement Program

PROJECT ITB CIP/210378

CITY OF OCALA, FLORIDA

CITY COUNCIL:

BARRY MANSFIELD
DISTRICT 1

IRE BETHEA, SR.
(Council President) DISTRICT 2

JAY MUSLEH
DISTRICT 3

KRISTEN DREYER
DISTRICT 4

JAMES HILTY
(Council President PRO-TEM) DISTRICT 5

KENT GUINN
MAYOR

CITY OF OCALA ENGINEERING DEPARTMENT

CONTRACTOR
(NAME)

PROJECT COST
(BID AMOUNT)

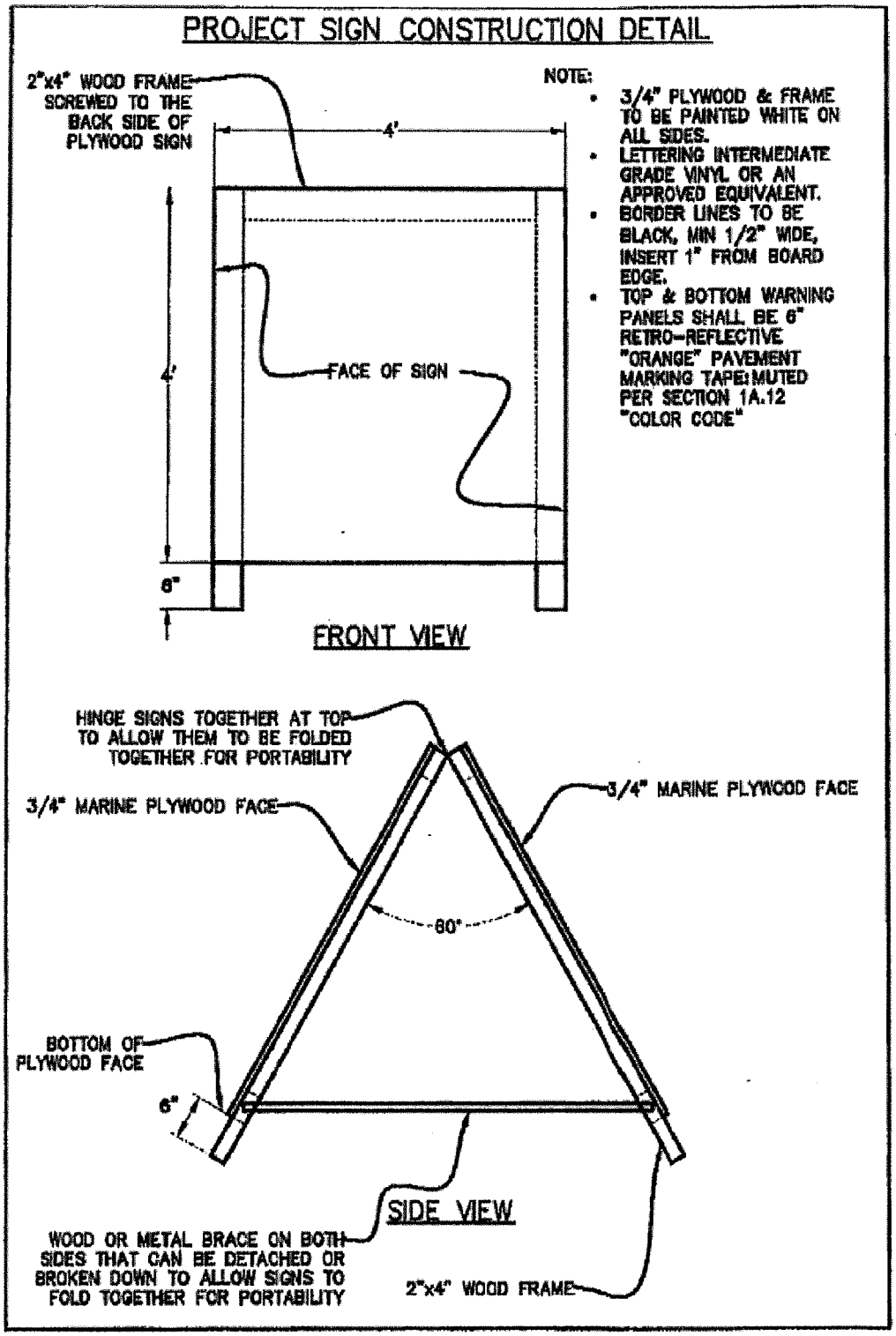
START DATE
(MONTH - DAY, YEAR)

COMPLETION DATE
(MONTH - DAY, YEAR)

FOR PROJECT INFORMATION CONTACT:

CAPITAL IMPROVEMENT PROJECTS DIVISION

352-629-8419


PROJECT SIGN CONSTRUCTION DETAIL
2"x4" WOOD FRAME SCREWED TO THE BACK SIDE OF PLYWOOD SIGN
4'
4'
FACE OF SIGN
6"
FRONT VIEW
NOTE:
• 3/4" PLYWOOD & FRAME TO BE PAINTED WHITE ON ALL SIDES.
• LETTERING INTERMEDIATE GRADE VINYL OR AN APPROVED EQUIVALENT.
• BORDER LINES TO BE BLACK, MIN 1/2" WIDE, INSERT 1" FROM BOARD EDGE.
• TOP & BOTTOM WARNING PANELS SHALL BE 6" RETRO-REFLECTIVE "ORANGE" PAVEMENT MARKING TAPE: MUTED PER SECTION 1A.12 "COLOR CODE"
HINGE SIGNS TOGETHER AT TOP TO ALLOW THEM TO BE FOLDED TOGETHER FOR PORTABILITY
3/4" MARINE PLYWOOD FACE
3/4" MARINE PLYWOOD FACE
60°
BOTTOM OF PLYWOOD FACE
6"
SIDE VIEW
WOOD OR METAL BRACE ON BOTH SIDES THAT CAN BE DETACHED OR BROKEN DOWN TO ALLOW SIGNS TO FOLD TOGETHER FOR PORTABILITY
2"x4" WOOD FRAME

SAMPLE PROJECTS

Project 1

Item Number	Description	UOM
G-06-2	Silt Fence & Sediment Control (Installation and Removal)	LF
G-19-5	Limerock- 6" Base	SY
G-21-2	Removal of Existing Concrete Sidewalks/ Driveways [LARGER QTY]	SY
G-31-1	Miscellaneous Asphalt (25 ≤ tons)	TN
G-79-3	Sod – Bahia	SY
G-88	Traffic Control Sign Assembly	EA
G-91	Standard Wheel Stop	EA
G-92-2	Painted Pavement Markings, Standard, White, Solid, 6" [LARGER QTY]	LF
G-92-3	Painted Pavement Markings, Standard, White, Solid, 24"	LF
G-93-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF
G-95-10	Painted Pavement Markings, Standard, White, Pavement Message "Handicap"	EA

Project 2

Item Number	Description	UOM
G-11-2	Excavation, General [LARGER QTY]	CY
G-12-2	Backfill w/Off-site Material [LARGER QTY]	CY
G-15-2	Finish Grading [LARGER QTY]	SY
G-17-2	Remove and Replace Unsuitable Material [LARGER QTY]	CY
G-19-8	Limerock- 8" Base [LARGER QTY]	SY
G-21-1	Removal of Existing Concrete Sidewalks/ Driveways	SY
G-24-2	Removal of Existing Asphalt Pavement [LARGER QTY]	SY
G-31-4	Asphalt Pavement Superpave - 9.5	TN
G-51	Construction Roadway Pre-Survey	HR
G-56	Concrete Valley/Drop Curb & Gutter Remove & Replace	LF
G-79-4	Sod – Bahia [LARGER QTY]	SY
G-88	Traffic Control Sign Assembly	EA
G-92-2	Painted Pavement Markings, Standard, White, Solid, 6" [LARGER QTY]	LF
G-92-5	Painted Pavement Markings, Standard, White, Solid, 12"	LF
G-92-3	Painted Pavement Markings, Standard, White, Solid, 24"	LF
G-95-3	Painted Pavement Markings, Standard, White, White Direction Arrow	EA
G-92-11	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF
G-95-10	Painted Pavement Markings, Standard, White, Pavement Message "Handicap"	EA
G-93-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF

Project 3

Item Number	Description	UOM
G-15-2	Finish Grading [LARGER QTY]	SY
G-26-6	Mill Existing Asphalt Pavement at 2" Depth [LARGER QTY]	SY
G-31-12	Asphalt Pavement Superpave - 12.5 [LARGER QTY]	TN
G-92-4	Painted Pavement Markings, Standard, White, Solid, 24" [LARGER QTY]	LF
G-93-6	hermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe [LARGER QTY	LF

Total of 3 Sample Projects

QTY	UNIT COST	EXTENSION
315	$ 4.00	$ 1,260.00
250	$ 45.00	$ 11,250.00
293	$ 37.00	$ 10,841.00
21	$ 400.00	$ 8,400.00
44	$ 25.00	$ 1,100.00
1	$ 650.00	$ 650.00
4	$ 110.00	$ 440.00
98	$ 0.30	$ 29.40
10	$ 165.00	$ 1,650.00
10	$ 12.00	$ 120.00
1	$ 175.00	$ 175.00
Total Cost		**$ 35,915.40**

QTY	UNIT COST	EXTENSION
668	$ 60.00	$ 40,080.00
882	$ 75.00	$ 66,150.00
1,300	$ 9.00	$ 11,700.00
882	$ 75.00	$ 66,150.00
1,300	$ 45.00	$ 58,500.00
35	$ 38.00	$ 1,330.00
1,020	$ 24.00	$ 24,480.00
107	$ 300.00	$ 32,100.00
24	$ 300.00	$ 7,200.00
65	$ 59.00	$ 3,835.00
2,000	$ 14.00	$ 28,000.00
2	$ 650.00	$ 1,300.00
48	$ 0.30	$ 14.40
15	$ 1.00	$ 15.00
16	$ 1.65	$ 26.40
3	$ 175.00	$ 525.00
131	$ 0.65	$ 85.15
1	$ 175.00	$ 175.00
16	$ 12.00	$ 192.00
Total Cost		**$ 341,857.95**

QTY	UNIT COST	EXTENSION
5,800	$ 9.00	$ 52,200.00
5,800	$ 15.00	$ 87,000.00
609	$ 150.00	$ 91,350.00
43	$ 1.65	$ 70.95
43	$ 12.00	$ 516.00
Total Cost		**$ 231,136.95**

$ 608,910.30

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **2022 Parking Lot Improvement Program (PLIP)**
ProRFx ID: ITB2032100000168
Notifications Sent: 553
Bids: 1

Solicitation: **ITB# CIP/211092**
Buyer: Eileen Marquez
Buyer Email: emarquez@ocalafl.org
Buyer Phone: (352) 629-8362

1/28/22 **Notice of Intent to Award** to **CW Roberts Contracting, Inc.** pending City Council approval.

Bidder Name	Office Location	Total Bid Amount
CW Roberts Contracting, Inc.	Ocala, FL	**$ 436,397.86**

2022 Parking Lot Improvement Plan (PLIP) Pricing

ITEM	DESCRIPTION	UOM	QTY PRICING	UNIT COST
G-02	Bonds	LS	1	$ 5,000.00
G-03	Project Sign	EA	2	$ 1,500.00
G-05	Maintenance of Traffic	DAY	1	$ 2,500.00
G-06-1	Silt Fence & Sediment Control (Installation and Removal)	LF	1 -100	$ 5.00
G-06-2	Silt Fence & Sediment Control (Installation and Removal) **[LARGER QTY]**	LF	**101 - 1000+**	$ 4.00
G-07	Tree Protection/ Construction Fence	LF	500	$ 10.00
G-08-1	Remove and Relocate Existing Mailboxes	EA	10	$ 155.00
G-08-2	New Mailbox (Furnish&install)	EA	10	$ 250.00
G-09	Clearing and Grubbing - LIGHT	SY	100	$ 30.00
G-10	Clearing and Grubbing - **HEAVY**	SY	**100**	$ 60.00
G-11-1	Excavation, General	CY	0 - 50	$ 75.00
G-11-2	Excavation, General **[LARGER QTY]**	CY	**51 - 500+**	$ 60.00
G-12-1	Backfill w/Off-site Material	CY	0 - 50	$ 90.00
G-12-2	Backfill w/Off-site Material **[LARGER QTY]**	CY	**51 - 500+**	$ 75.00
G-15-1	Finish Grading	SY	1 - 250	$ 10.00
G-15-2	Finish Grading **[LARGER QTY]**	SY	**251 - 1000+**	$ 9.00
G-17-1	Remove and Replace Unsuitable Material	CY	0 - 50	$ 90.00
G-17-2	Remove and Replace Unsuitable Material **[LARGER QTY]**	CY	**51 - 500+**	$ 75.00

ITEM	DESCRIPTION	UOM	QTY PRICING	UNIT COST
G-18-1	Stabilized subgrade	SY	1 - 500	$ 15.00
G-18-2	Stabilized subgrade **[LARGER QTY]**	SY	**501 - 2000+**	$ 14.00
G-18-3	Compacted Subgrade	SY	1 - 500	$ 10.00
G-18-4	Compacted Subgrade **[LARGER QTY]**	SY	**501 - 2000+**	$ 9.00
G-19-1	Limerock- New Material for Reworking Base	CY	1 - 250	$ 50.00
G-19-2	Limerock- New Material for Reworking Base **[LARGER QTY]**	CY	**251 -1000+**	$ 48.00
G-19-3	Limerock- 4" Base	SY	1 - 250	$ 30.00
G-19-4	Limerock- 4" Base **[LARGER QTY]**	SY	**251 - 1000+**	$ 22.00
G-19-5	Limerock- 6" Base	SY	1 - 250	$ 45.00
G-19-6	Limerock- 6" Base **[LARGER QTY]**	SY	**251 - 1000+**	$ 35.00
G-19-7	Limerock- 8" Base	SY	1 - 250	$ 60.00
G-19-8	Limerock- 8" Base **[LARGER QTY]**	SY	**251 - 1000+**	$ 45.00
G-19-9	Limerock- 10" Base	SY	1 - 250	$ 75.00
G-19-10	Limerock- 10" Base **[LARGER QTY]**	SY	**251 - 1000+**	$ 55.00
G-19-11	Limerock- 12" Base	SY	1 - 250	$ 90.00
G-19-12	Limerock- 12" Base **[LARGER QTY]**	SY	**251 - 1000+**	$ 70.00
G-20-1	Temporary Construction Tracking Pad	LS	1	$ 1,800.00
G-20-2	No. 57 Stone	CY	1 - 100	$ 175.00
G-20-3	No. 57 Stone **[LARGER QTY]**	CY	**101 - 500+**	$ 170.00
G-21-1	Removal of Existing Concrete Sidewalks/ Driveways	SY	0 - 75	$ 38.00
G-21-2	Removal of Existing Concrete Sidewalks/ Driveways **[LARGER QTY]**	SY	**76 - 500+**	$ 37.00
G-22-1	Removal of Existing Concrete Curb & Gutter	LF	0 - 75	$ 25.00
G-22-2	Removal of Existing Concrete Curb & Gutter **[LARGER QTY]**	LF	**76 - 250+**	$ 24.00
G-24-1	Removal of Existing Asphalt Pavement	SY	1 - 100	$ 25.00
G-24-2	Removal of Existing Asphalt Pavement **[LARGER QTY]**	SY	**101 -500+**	$ 24.00
G-25-1	Temporary Asphalt Millings	TN	1 - 100	$ 45.00
G-25-2	Temporary Asphalt Millings **[LARGER QTY]**	TN	**101-500+**	$ 44.00
G-26-1	Mill Existing Asphalt Pavement at 1" Depth	SY	1 - 750	$ 28.00
G-26-2	Mill Existing Asphalt Pavement at 1" Depth **[LARGER QTY]**	SY	**751 - 5000+**	$ 15.00
G-26-3	Mill Existing Asphalt Pavement at 1.5" Depth	SY	1 - 750	$ 28.00
G-26-4	Mill Existing Asphalt Pavement at 1.5" Depth **[LARGER QTY]**	SY	**751 - 5000+**	$ 15.00
G-26-5	Mill Existing Asphalt Pavement at 2" Depth	SY	1 - 750	$ 28.00
G-26-6	Mill Existing Asphalt Pavement at 2" Depth **[LARGER QTY]**	SY	**751 - 5000+**	$ 15.00
G-27-1	Compacted Roadway Subbase	SY	1-500	$ 15.00
G-27-2	Compacted Roadway Subbase **[LARGER QTY]**	SY	**501 - 5000+**	$ 7.00
G-28-1	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	1-500	$ 15.00

ITEM	DESCRIPTION	UOM	QTY PRICING	UNIT COST
G-28-2	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8") **[LARGER QTY]**	SY	**501 - 5000+**	$ 14.00
G-31-1	Miscellaneous Asphalt (25 ≤ tons)	TN	0 -25	$ 400.00
G-31-2	Asphalt Berms, Speed Bumps & Curbs	TN	200	$ 350.00
G-31-3	Asphalt Leveling Superpave 9.5	TN	500	$ 220.00
G-31-4	Asphalt Pavement Superpave - 9.5	TN	26 -200	$ 300.00
G-31-5	Asphalt Pavement Superpave - 9.5 **[MEDIUM QTY]**	TN	**201 - 500**	$ 210.00
G-31-6	Asphalt Pavement Superpave - 9.5 **[LARGER QTY]**	TN	**501 -1000+**	$ 150.00
G-31-7	Asphalt Pavement FC 9.5 w/Poly	TN	1 -200	$ 330.00
G-31-8	Asphalt Pavement FC 9.5 w/Poly **[MEDIUM QTY]**	TN	**201 - 500**	$ 240.00
G-31-9	Asphalt Pavement FC 9.5 w/Poly **[LARGER QTY]**	TN	**501 -1000+**	$ 180.00
G-31-10	Asphalt Pavement Superpave - 12.5	TN	26 -200	$ 300.00
G-31-11	Asphalt Pavement Superpave -12.5 **[MEDIUM QTY]**	TN	**201 -500**	$ 210.00
G-31-12	Asphalt Pavement Superpave - 12.5 **[LARGER QTY]**	TN	**501 -1000+**	$ 150.00
G-32	Roadway Guardrail	LF	1	$ 400.00
G-33-1	Object Marker, Type 1	EA	10	$ 300.00
G-33-2	Object Marker, Type 2	EA	10	$ 200.00
G-33-3	Object Marker, Type 3	EA	10	$ 300.00
G-33-4	Object Marker, Type 4	EA	10	$ 360.00
G-34-1	Delineator, Flexible Tubular	EA	10	$ 175.00
G-34-2	Delineator, non-Flexible	EA	10	$ 135.00
G-34-3	Delineator, Flexible High Visibility Median	EA	10	$ 300.00
G-34-4	Delineator, Flexible High Performance	EA	10	$ 250.00
G-39	Pull and Junction Box, Furnish & Install	EA	10	$ 2,250.00
G-40	Pull and Junction Box, Install	EA	15	$ 1,550.00
G-41	Pull and Junction Box, relocate	EA	15	$ 3,000.00
G-42-1	Type C Stormwater Inlet, 0'-6'	EA	1	$ 5,000.00
G-42-2	Type C Stormwater Inlet, 6'-12'	EA	1	$ 6,500.00
G-42-3	Type C Stormwater Inlet, 12'-18'	EA	1	$ 9,500.00
G-42-4	Type C Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-42-5	Type D Storm water Inlet, 0'-6'	EA	1	$ 5,500.00
G-42-6	Type D Storm water Inlet, 6'-12'	EA	1	$ 7,500.00
G-42-7	Type D Stormwater Inlet, 12'-18'	EA	1	$ 10,000.00
G-42-8	Type D Stormwater Inlet, 18'-24'	EA	1	$ 12,500.00
G-42-9	Type 1 Stormwater Inlet, 0'-6'	EA	1	$ 6,500.00
G-42-10	Type 1 Stormwater Inlet, 6'-12'	EA	1	$ 8,500.00
G-42-11	Type 1 Stormwater Inlet, 12'-18'	EA	1	$ 9,500.00
G-42-12	Type 1 Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-42-13	Type 2 Stormwater Inlet, 0'-6'	EA	1	$ 6,500.00
G-42-14	Type 2 Stormwater Inlet, 6'-12'	EA	1	$ 8,500.00

ITEM	DESCRIPTION	UOM	QTY PRICING	UNIT COST
G-42-15	Type 2 Stormwater Inlet, 12'-18'	EA	1	$ 9,500.00
G-42-16	Type 2 Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-42-17	Type 4 Stormwater Inlet, 0'-6'	EA	1	$ 6,500.00
G-42-18	Type 4 Stormwater Inlet, 6'-12'	EA	1	$ 8,500.00
G-42-19	Type 4 Stormwater Inlet, 12'-18'	EA	1	$ 9,500.00
G-42-20	Type 4 Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-42-21	Type 5 Stormwater Inlet, 0'-6'	EA	1	$ 6,500.00
G-42-22	Type 5 Stormwater Inlet, 6'-12'	EA	1	$ 8,500.00
G-42-23	Type 5 Stormwater Inlet, 12'-18'	EA	1	$ 9,500.00
G-42-24	Type 5 Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-42-25	Type 6 Stormwater Inlet, 0'-6'	EA	1	$ 7,000.00
G-42-26	Type 6 Stormwater Inlet, 6'-12'	EA	1	$ 9,000.00
G-42-27	Type 6 Stormwater Inlet, 12'-18'	EA	1	$ 10,000.00
G-42-28	Type 6 Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-42-29	Type 9 Stormwater Inlet, 0'-6'	EA	1	$ 6,500.00
G-42-30	Type 9 Stormwater Inlet, 6 -12'	EA	1	$ 8,500.00
G-42-31	Type 9 Stormwater Inlet, 12'-18'	EA	1	$ 9,500.00
G-42-32	Type 9 Stormwater Inlet, 18'-24'	EA	1	$ 12,000.00
G-44	Stormwater Manhole Cover Adjustments	EA	15	$ 900.00
G-45-1	12" RCP Stormwater Pipe, 0'-6'	LF	1	$ 100.00
G-45-2	12" RCP Stormwater Pipe, 6'-12'	LF	1	$ 120.00
G-45-3	12" RCP Stormwater Pipe, 12'-18'	LF	1	$ 160.00
G-45-4	12" RCP Stormwater Pipe, 18'-24'	LF	1	$ 200.00
G-45-5	15" RCP Stormwater Pipe, 0'-6'	LF	1	$ 100.00
G-45-6	15" RCP Stormwater Pipe, 6'-12'	LF	1	$ 120.00
G-45-7	15" RCP Stormwater Pipe, 12'-18'	LF	1	$ 160.00
G-45-8	15" RCP Stormwater Pipe, 18'-24'	LF	1	$ 200.00
G-45-9	18" RCP Stormwater Pipe, 0'-6'	LF	1	$ 100.00
G-45-10	18" RCP Stormwater Pipe, 6'-12'	LF	1	$ 160.00
G-45-11	18" RCP Stormwater Pipe, 12'-18'	LF	1	$ 180.00
G-45-12	18" RCP Stormwater Pipe, 18'-24'	LF	1	$ 300.00
G-45-13	24" RCP Stormwater Pipe, 0'-6 '	LF	1	$ 160.00
G-45-14	24" RCP Stormwater Pipe, 6'-12'	LF	1	$ 195.00
G-45-15	24" RCP Stormwater Pipe, 12'-18'	LF	1	$ 220.00
G-45-16	24" RCP Stormwater Pipe, 18'-24'	LF	1	$ 340.00
G-45-17	30" RCP Stormwater Pipe, 0'-6'	LF	1	$ 200.00
G-45-18	30" RCP Stormwater Pipe, 6'-12'	LF	1	$ 220.00
G-45-19	30" RCP Stormwater Pipe, 12'-18'	LF	1	$ 280.00
G-45-20	30" RCP Stormwater Pipe, 18'-24'	LF	1	$ 360.00
G-45-21	36" RCP Stormwater Pipe, 0'- 6'	LF	1	$ 240.00

ITEM	DESCRIPTION	UOM	QTY PRICING	UNIT COST
G-45-22	36" RCP Stormwater Pipe, 6'-12'	LF	1	$ 260.00
G-45-23	36" RCP Stormwater Pipe, 12'-18'	LF	1	$ 320.00
G-45-24	36" RCP Stormwater Pipe, 18'-24'	LF	1	$ 400.00
G-45-25	42" RCP Stormwater Pipe, 0'-6'	LF	1	$ 280.00
G-45-26	42" RCP Stormwater Pipe, 6'-12'	LF	1	$ 300.00
G-45-27	42" RCP Stormwater Pipe, 12'-18'	LF	1	$ 380.00
G-45-28	42" RCP Stormwater Pipe, 18'-24'	LF	1	$ 440.00
G-45-29	48" RCP Stormwater Pipe, 0'-6'	LF	1	$ 320.00
G-45-30	48" RCP Stormwater Pipe, 6'-12'	LF	1	$ 360.00
G-45-31	48" RCP Stormwater Pipe, 12'-18'	LF	1	$ 420.00
G-45-32	48" RCP Stormwater Pipe, 18'-24'	LF	1	$ 480.00
G-45-33	12" X 18" ERCP Stormwater Pipe, 0'-6'	LF	1	$ 120.00
G-45-34	12" X 18" ERCP Stormwater Pipe, 6'-12'	LF	1	$ 140.00
G-45-35	12" X 18" ERCP Stormwater Pipe 12'-18'	LF	1	$ 150.00
G-45-36	12" X 18" ERCP Stormwater Pipe, 18'-24'	LF	1	$ 190.00
G-45-37	14" X 23" ERCP Stormwater Pipe, 0'-6'	LF	1	$ 140.00
G-45-38	14" X 23" ERCP Stormwater Pipe, 6'-12'	LF	1	$ 170.00
G-45-39	14" X 23" ERCP Stormwater Pipe, 12'-18'	LF	1	$ 200.00
G-45-40	14" X 23" ERCP Stormwater Pipe, 18'-24'	LF	1	$ 240.00
G-45-41	19" X 30" ERCP Stormwater Pipe, 0'-6'	LF	1	$ 200.00
G-45-42	19" X 30" ERCP Stormwater Pipe, 6'-12'	LF	1	$ 215.00
G-45-43	19" X 30" ERCP Stormwater Pipe, 12'-18'	LF	1	$ 230.00
G-45-44	19" X 30" ERCP Stormwater Pipe, 18'-24'	LF	1	$ 320.00
G-45-45	24" X 38" ERCP Stormwater Pipe, 0'-6'	LF	1	$ 280.00
G-45-46	24" X 38" ERCP Stormwater Pipe, 6'-12'	LF	1	$ 300.00
G-45-47	24" X 38" ERCP Stormwater Pipe, 12'-18'	LF	1	$ 330.00
G-45-48	24" X 38" ERCP Stormwater Pipe, 18'-24'	LF	1	$ 400.00
G-45-49	29" X 45" ERCP Stormwater Pipe, 0'-6'	LF	1	$ 340.00
G-45-50	29" X 45" ERCP Stormwater Pipe, 6'-12'	LF	1	$ 370.00
G-45-51	29" X 45" ERCP Stormwater Pipe, 12'-18'	LF	1	$ 430.00
G-45-52	29" X 45" ERCP Stormwater Pipe, 18'-24'	LF	1	$ 480.00
G-45-53	34" X 53" ERCP Stormwater Pipe, 0'-6'	LF	1	$ 400.00
G-45-54	34" X 53" ERCP Stormwater Pipe, 6'-12'	LF	1	$ 460.00
G-45-55	34" X 53" ERCP Stormwater Pipe, 12'-18'	LF	1	$ 540.00
G-45-56	34" X 53" ERCP Stormwater Pipe, 18'-24'	LF	1	$ 585.00
G-45-57	Remove & Replace Existing 15" RCP Stormwater Pipe	LF	1	$ 200.00
G-45-58	Remove & Replace Existing 18" RCP Stormwater Pipe	LF	1	$ 240.00
G-45-59	12" CMP Stormwater Pipe	LF	1	$ 100.00
G-45-60	15" CMP Stormwater Pipe	LF	1	$ 120.00
G-45-61	18" CMP Stormwater Pipe	LF	1	$ 140.00

ITEM	DESCRIPTION	UOM	QTY PRICING	UNIT COST
G-45-62	Remove & Replace Existing 15" CMP Stormwater Pipe, 0'-12'	LF	1	$ 200.00
G-45-63	Remove & Replace Existing 18" CMP Stormwater Pipe, 0'-12'	LF	1	$ 240.00
G-46	Clean Existing Culverts Pipes	LF	1	$ 75.00
G-47	Clean Existing Inlets	EA	1	$ 850.00
G-48-1	12" Concrete Mitered End	EA	1	$ 1,800.00
G-48-2	15" Concrete Mitered End	EA	1	$ 2,000.00
G-48-3	18" Concrete Mitered End	EA	1	$ 2,000.00
G-48-4	24" Concrete Mitered End	EA	1	$ 3,000.00
G-48-5	30" Concrete Mitered End	EA	1	$ 3,000.00
G-48-6	36" Concrete Mitered End	EA	1	$ 6,000.00
G-48-7	42" Concrete Mitered End	EA	1	$ 10,000.00
G-48-8	48" Concrete Mitered End	EA	1	$ 10,000.00
G-49-1	Concrete Flume	SY	15	$ 150.00
G-49-2	Remove & Replace Concrete Flume	SY	20	$ 200.00
G-50	Underdrain	LF	300	$ 80.00
G-51	Construction Roadway Pre-Survey	HR	40	$ 300.00
G-52	As-built Survey	HR	40	$ 300.00
G-53-1	Pipe Handrail - Guiderail, Aluminum	LF	25	$ 175.00
G-53-2	Pedestrian/Bicycle, Railing, Aluminum Only, 42" Picket Rail	LF	25	$ 220.00
G-53-3	Pedestrian/Bicycle, Railing, Aluminum Only,42" Type1	LF	25	$ 175.00
G-53-4	Pipe Handrail, Aluminum	LF	25	$ 175.00
G-54-1	Bollard, 4 Inch	EA	15	$ 1,850.00
G-54-2	Bollard, 6 Inch	EA	15	$ 1,950.00
G-55-A-1	Concrete Curb, Type A	LF	0 -50	$ 32.00
G-55-A-2	Concrete Curb, Type A **[LARGER QTY]**	LF	**51 - 100+**	$ 30.00
G-55-B-1	Concrete Curb, Type B	LF	0 - 50	$ 32.00
G-55-B-2	Concrete Curb, Type B **[LARGER QTY]**	LF	**51 - 100+**	$ 30.00
G-55-D-1	Concrete Curb, Type D	LF	0 - 50	$ 32.00
G-55-D-2	Concrete Curb, Type D **[LARGER QTY]**	LF	**51 - 100+**	$ 30.00
G-55-E-1	Concrete Curb, Type E	LF	0 - 50	$ 32.00
G-55-E-2	Concrete Curb, Type E **[LARGER QTY]**	LF	**51 - 100+**	$ 30.00
G-55-F-1	Concrete Curb, Type F	LF	0 - 50	$ 32.00
G-55-F-2	Concrete Curb, Type F **[LARGER QTY]**	LF	**51 - 100+**	$ 30.00
G-55-RA-1	Concrete Curb, Type RA	LF	0 - 50	$ 34.00
G-55-RA-2	Concrete Curb, Type RA **[LARGER QTY]**	LF	**51 - 100+**	$ 32.00
G-55-DR-1	Concrete Valley/Drop Curb & Gutter	LF	0 - 50	$ 34.00
G-55-DR-2	Concrete Valley/Drop Curb & Gutter **[LARGER QTY]**	LF	**51 - 100+**	$ 32.00
G-56	Concrete Valley/Drop Curb & Gutter Remove & Replace	LF	250	$ 59.00

ITEM	DESCRIPTION	UOM	QTY PRICING	UNIT COST
G-57-1	4 inch concrete (3000 psi)	SY	0 - 50	$ 80.00
G-57-2	4 inch concrete (3000 psi) **[LARGER QTY]**	SY	**51 - 250+**	$ 75.00
G-57-3	4 inch concrete (4000 psi /with fiber)	SY	0 - 50	$ 100.00
G-57-4	4 inch concrete (4000 psi /with fiber) **[LARGER QTY]**	SY	**51 - 250+**	$ 90.00
G-57-5	6 inch concrete with fiber reinforced (3000 psi)	SY	0 - 50	$ 110.00
G-57-6	6 inch concrete with fiber reinforced (3000 psi) **[LARGER QTY]**	SY	**51 - 250+**	$ 100.00
G-57-7	6 inch concrete with fiber reinforced (4000 psi /with fiber)	SY	0 - 50	$ 130.00
G-57-8	6 inch concrete with fiber reinforced (4000 psi /with fiber) **[LARGER QTY]**	SY	**51 - 250+**	$ 110.00
G-57-9	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	0 - 50	$ 200.00
G-57-10	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi) **[LARGER QTY]**	SY	**51 - 250+**	$ 180.00
G-57-11	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	0 - 50	$ 110.00
G-57-12	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi) **[LARGER QTY]**	SY	**51 - 250+**	$ 110.00
G-57-13	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	0 - 50	$ 140.00
G-57-14	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi) **[LARGER QTY]**	SY	**51 - 250+**	$ 140.00
G-57-15	Concrete Edge Beam	LF	250	$ 28.00
G-57-16	Miscellaneous Concrete	CY	250	$ 750.00
G-58	Patterned/Textured Pavement, Vehicular Areas for Crosswalk	SY	500	$ 365.00
G-59-1	Brick Paver Bands (furnish and install)	LF	500	$ 35.00
G-59-2	Architectural Brick (traffic rated, Furnish and install)	SY	500	$ 260.00
G-60-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	1	$ 2,750.00
G-60-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	1	$ 2,750.00
G-60-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	1	$ 2,650.00
G-60-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	1	$ 3,450.00
G-60-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	1	$ 2,680.00
G-60-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	10	$ 2,960.00
G-60-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	1	$ 2,960.00
G-60-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	20	$ 5,760.00
G-61	Detectable Warnings on Walking Surfaces (Retrofit)	SF	520	$ 75.00
G-62-1	Roof Drain Assembly, conduit	EA	10	$ 450.00
G-62-2	Roof Drain Assembly, Polylok	EA	1	$ 650.00

ITEM	DESCRIPTION	UOM	QTY PRICING	UNIT COST
G-65	Rip Rap	CY	20	$ 400.00
G-66	Concrete Rubble 2' Thick	SY	35	$ 280.00
G-78-1	Seed and Mulch	SY	1 -500	$ 25.00
G-78-2	Seed and Mulch **[LARGER QTY]**	SY	**500 -1000+**	$ 12.00
G-79-1	Sod - St. Augustine	SY	1 -250	$ 25.00
G-79-2	Sod - St. Augustine **[LARGER QTY]**	SY	**251 -1000+**	$ 14.00
G-79-3	Sod – Bahia	SY	1 -250	$ 25.00
G-79-4	Sod – Bahia **[LARGER QTY]**	SY	**251 - 1000+**	$ 14.00
G-87-1	Inductive Loop Detector Type A w/Homerun	EA	10	$ 3,485.00
G-87-2	Inductive Loop Detector Type B w/Homerun	EA	10	$ 3,485.00
G-87-3	Inductive Loop Detector Type F w/Homerun	EA	10	$ 3,680.00
G-88	Traffic Control Sign Assembly	EA	10	$ 650.00
G-89	Traffic Control Sign Assembly Removal & Relocation	EA	20	$ 195.00
G-90-1	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	0 -50	$ 10.00
G-90-2	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive **[LARGER QTY]**	EA	**50 -250+**	$ 6.00
G-91-1	Standard Wheel Stops	EA	1	$ 110.00
G-91-2	Standard Wheel Stops (Remove and Reinstall)	EA	1	$ 175.00
G-92-1	Painted Pavement Markings, Standard, White, Solid, 6"	LF	0 - 25	$ 0.30
G-92-2	Painted Pavement Markings, Standard, White, Solid, 6" **[LARGER QTY]**	LF	**26 - 100+**	$ 0.30
G-92-3	Painted Pavement Markings, Standard, White, Solid, 24"	LF	0 - 25	$ 1.65
G-92-4	Painted Pavement Markings, Standard, White, Solid, 24" **[LARGER QTY]**	LF	**26 - 50+**	$ 1.65
G-92-5	Painted Pavement Markings, Standard, White, Solid, 12"	LF	0 -25	$ 1.00
G-92-6	Painted Pavement Markings, Standard, White, Solid, 12" **[LARGER QTY]**	LF	**26 -50+**	$ 1.00
G-92-7	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	1 -250	$ 0.18
G-92-8	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross) **[LARGER QTY]**	GLF	**251 - 1000+**	$ 0.18
G-92-9	Painted Pavement Markings, Standard, White, Dotted/ Guideline, 6-10 Gap Extension, 6"	GLF	0-25	$ 0.70
G-92-10	Painted Pavement Markings, Standard, White, Dotted/ Guideline, 6-10 Gap Extension, 6" **[LARGER QTY]**	GLF	**26 - 50+**	$ 0.70
G-92-11	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	1 - 250	$ 0.65
G-92-12	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe **[LARGER QTY]**	LF	**250 - 1000+**	$ 0.65
G-92-13	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	0 -100	$ 0.65
G-92-14	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe **[LARGER QTY]**	LF	**101 - 1000+**	$ 0.65

ITEM	DESCRIPTION	UOM	QTY PRICING	UNIT COST
G-92-15	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	0 -25	$ 1.30
G-92-16	Painted Pavement Markings, Standard, Solid 18" Stripe **[LARGER QTY]**	LF	**26 - 75+**	$ 1.30
G-92-17	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 2'- 4' Gap Extension, 6"	GLF	0 - 20	$ 0.65
G-92-18	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 2'- 4' Gap Extension, 6" **[LARGER QTY]**	GLF	**21 - 50+**	$ 0.65
G-92-19	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 6-10 Gap Extension, 6"	GLF	0 - 20	$ 0.65
G-92-20	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 6-10 Gap Extension, 6" **[LARGER QTY]**	GLF	**21 - 50+**	$ 0.65
G-92-21	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 2 - 2' Dotted, Extension, 12"	GLF	0 - 20	$ 0.70
G-92-22	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 2 - 2' Dotted, Extension, 12" **[LARGER QTY]**	GLF	**21 - 50+**	$ 0.70
G-92-23	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 3'- 9', Dotted, Extension, 6"	GLF	0 - 20	$ 0.65
G-92-24	Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline, 3'- 9', Dotted, Extension, 6" **[LARGER QTY]**	GLF	**21 - 50+**	$ 0.65
G-93-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	0 - 25	$ 1.30
G-93-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe **[LARGER QTY]**	LF	**26 - 100+**	$ 1.30
G-93-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	0 - 25	$ 4.60
G-93-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe **[LARGER QTY]**	LF	**26 - 100+**	$ 4.60
G-93-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	0 - 25	$ 12.00
G-93-6	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe **[LARGER QTY]**	LF	**26 - 50+**	$ 12.00
G-93-7	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	1 -250	$ 0.55
G-93-8	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross) **[LARGER QTY]**	GLF	**251 - 1000+**	$ 0.55
G-93-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	0 - 20	$ 1.65
G-93-10	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6" **[LARGER QTY]**	GLF	**21 - 50+**	$ 1.65
G-93-11	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	1 -250	$ 2.75
G-93-12	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe **[LARGER QTY]**	LF	**251 - 1000+**	$ 2.75
G-93-13	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	0 - 25	$ 6.20
G-93-14	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe **[LARGER QTY]**	LF	**26 - 75+**	$ 6.20
G-93-15	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	0 - 20	$ 3.20

ITEM	DESCRIPTION	UOM	QTY PRICING	UNIT COST
G-93-16	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6" **[LARGER QTY]**	GLF	**21 - 50+**	$ 3.20
G-93-17	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	0 - 20	$ 4.65
G-93-18	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12" **[LARGER QTY]**	GLF	**21 - 50+**	$ 4.65
G-93-19	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	0 - 100	$ 1.60
G-93-20	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6" **[LARGER QTY]**	LF	**100 - 1000+**	$ 1.60
G-93-21	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	0 - 20	$ 3.20
G-93-22	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6" **[LARGER QTY]**	GLF	**21 - 50+**	$ 3.20
G-93-23	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	0 - 20	$ 4.65
G-93-24	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6" **[LARGER QTY]**	GLF	**21 - 50+**	$ 4.65
G-94-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "STOP"	EA	1	$ 300.00
G-94-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message " STOP AHEAD "	EA	1	$ 600.00
G-94-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Arrow	EA	10	$ 100.00
G-94-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Yield Line Symbol	EA	15	$ 165.00
G-94-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "SCHOOL"	EA	1	$ 400.00
G-94-6	Thermoplastic Traffic Stripes and Markings, White, Message “R & R” Crossing	EA	1	$ 400.00
G-94-7	Thermoplastic Traffic Stripes and Markings, Standard, White, Message “Bus “	EA	1	$ 400.00
G-94-8	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "HANDICAP"	EA	1	$ 400.00
G-94-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "Bike symbol"	EA	1	$ 400.00
G-95-1	Painted Pavement Markings, Standard, White, Pavement Message "Stop Ahead"	EA	1	$ 175.00
G-95-2	Painted Pavement Markings, Standard, White, Pavement Message "Stop"	EA	1	$ 175.00
G-95-3	Painted Pavement Markings, Standard, White, White Direction Arrow	EA	1	$ 175.00
G-95-4	Painted Pavement Markings, Standard, White, Yield Line Symbol	EA	1	$ 175.00
G-95-5	Painted Pavement Markings, Standard, Pavement Message "School"	EA	1	$ 175.00

ITEM	DESCRIPTION	UOM	QTY PRICING	UNIT COST
G-95-6	Painted Pavement Markings, Standard, White, "R & R" Crossing	EA	2	$ 175.00
G-95-7	Painted Pavement Markings, Standard, Yellow, Island Nose	LF	15	$ 6.00
G-95-8	Remove Stripe / Pavement / Message (Grind or Waterblast)	SF	100	$ 8.00
G-95-9	Painted Pavement Markings, Standard, Pavement Message "BUS"	EA	1	$ 175.00
G-95-10	Painted Pavement Markings, Standard, White, Pavement Message "Handicap"	EA	1	$ 175.00
G-95-11	Painted Pavement Markings, Standard, White, Pavement Message "Bike Symbol"	EA	1	$ 175.00
G-99	Remove & Reinstall Speed Hump	EA	6	$ 2,000.00
G-100-1	1" SCDH 40 PVC, Conduit, Furnish & Install	LF	1	$ 12.00
G-100-2	2" SCDH 40 PVC, Conduit, Furnish & Install	LF	1	$ 12.00
G-100-3	3" SCDH 40 PVC, Conduit, Furnish & Install	LF	1	$ 13.00
G-100-4	4" SCDH 40 PVC, Conduit, Furnish & Install	LF	1	$ 15.00
G-100-5	6" SCDH 40 PVC, Conduit, Furnish & Install	LF	1	$ 20.00
G-101-1	Directional Bore - 1" PVC PIPE	LF	1	$ 75.00
G-101-2	Directional Bore - 2" PVC PIPE	LF	1	$ 78.00
G-101-3	Directional Bore - 3" PVC PIPE	LF	1	$ 78.00
G-101-4	Directional Bore - 4" PVC PIPE	LF	1	$ 108.00
G-101-5	Directional Bore - 6" PVC PIPE	LF	1	$ 140.00
G-101-6	Directional Bore - 2" HDPE PIPE	LF	1	$ 80.00
G-101-7	Directional Bore - 4" HDPE PIPE	LF	1	$ 108.00
G-101-8	Directional Bore - 6" HDPE PIPE	LF	1	$ 135.00
G-101-9	Directional Bore - 8" HDPE PIPE	LF	1	$ 186.00
G-101-10	Directional Bore - 10" HDPE PIPE	LF	1	$ 225.00
G-101-11	Directional Bore - 12" HDPE PIPE	LF	1	$ 260.00
G-101-12	Directional Bore - 14" HDPE PIPE	LF	1	$ 310.00
G-101-13	Directional Bore - 16" HDPE PIPE	LF	1	$ 350.00
G-101-14	Directional Bore - 18" HDPE PIPE	LF	1	$ 400.00
G-102-1	Traffic Separator Concrete - TYPE I, 4' WIDE	LF	1	$ 80.00
G-102-2	Traffic Separator Concrete - TYPE I, 6' WIDE	LF	1	$ 100.00
G-102-3	Traffic Separator Concrete - TYPE I, 8.5' WIDE	LF	1	$ 160.00
G-102-4	Traffic Separator Concrete - TYPE II, 4' WIDE	LF	1	$ 80.00
G-102-5	Traffic Separator Concrete - TYPE II, 6' WIDE	LF	1	$ 110.00
G-102-6	Traffic Separator Concrete - TYPE II, 8.5' WIDE	LF	1	$ 170.00
G-102-7	Traffic Separator Concrete - TYPE IV, 4' WIDE	LF	1	$ 90.00
G-102-8	Traffic Separator Concrete - TYPE IV, 6' WIDE	LF	1	$ 110.00
G-102-9	Traffic Separator Concrete - TYPE IV, 8.5' WIDE	LF	1	$ 200.00
G-102-10	Traffic Separator Concrete - TYPE V, 4' WIDE	LF	1	$ 120.00
G-102-11	Traffic Separator Concrete - TYPE V, 6' WIDE	LF	1	$ 180.00

ITEM	DESCRIPTION	UOM	QTY PRICING	UNIT COST
G-103	Decorative Stamp installed in concrete finish (City provides stamp)	EA	100	$ 35.00
G-104-1	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	1-250	$ 120.00
G-104-2	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing **[LARGER QTY]**	GAL	**251 - 1000+**	$ 120.00
S-04-1	Remove Existing 22" Ring & Cover & Replace w/24" Hinged R/C (Labor Only)	EA	80	$ 1,400.00
S-04-2	Remove Existing 32" Ring & Cover & Replace w/32" Hinged R/C (Labor Only)	EA	30	$ 2,000.00
W-20-1	Adjust Valve Box to Grade (Traffic rated metal riser ring)	EA	25	$ 850.00
W-20-2	Adjust Valve Box to Grade	EA	25	$ 800.00
W-20-3	Adjust Meter Box to Grade	EA	25	$ 600.00

File #: 2022-0236, **Version:** 1

Submitted By: Danielle Phillips

Presentation By: Darren Park

Department: Public Works

STAFF RECOMMENDATION (Motion Ready):
Amend existing agreement for litter control services with Wear Gloves Inc. for an additional contract expenditure of $28,600

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence .

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works department has staffing needs for litter control. Currently, we utilize Wear Gloves Inc., a community non-profit organization, to provide litter control in city parks, city-owned property in the midtown area, and road rights-of-way. This service includes one (1) supervisor and a crew of litter collectors who are cumulatively working 200 hours per week. The existing one-year agreement was approved by City Council on July 6, 2021 for an expenditure of $114,400.

FINDINGS AND CONCLUSIONS:
Wear Gloves Inc. is willing to provide an additional crew to meet the demands for litter control. The additional Wear Gloves crew will be replacing a Department of Corrections inmate squad. The Department of Corrections has been experiencing correctional officer staffing shortages and has not been able to consistently provide an inmate squad for litter control through much of the COVID-19 pandemic. Budgeted funds for the inmate squad will be used instead to pay for the additional Wear Gloves crew. This is a cost neutral operational change.

Currently the compensation per week for Wear Gloves litter control is $2,200. This amendment increases the compensation to $3,300 per week for 305 cumulative working hours for the remainder of the contract.

FISCAL IMPACT:
Additional funding for the remaining term of this contract is budgeted in 453-023-326-534-53-34010 for FY21-22 in the amount of $28,600.

PROCUREMENT REVIEW:
This agreement 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:

- Deny
- Table
- Direct Otherwise

THIRD AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WEAR GLOVES, INC.**, a not-for-profit corporation duly organized and authorized to do business in the State of Florida (EIN# 27-3644705) ("Litter Control Provider").

WHEREAS, on September 6, 2019, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), for a term of one year from August 6, 2019 through July 31, 2020, City of Ocala Contract Number: CMO/190357; and

WHEREAS, on June 5, 2020, City and Litter Control Provider entered into a First Amendment to Agreement for Litter Control Services (the "First Amendment") to extend the Original Agreement for the first of two additional one-year renewal periods available under the Original Agreement, from August 1, 2020 to July 31, 2021; and

WHEREAS, on July 9, 2021, City and Litter Control Provider entered into a Second Amendment to Agreement for Litter Control Services (the "Second Amendment") to amend the compensation due to Litter Control Provider and extend the Original Agreement for the final one-year renewal period available under the Original Agreement, from August 1, 2021 to July 31, 2022; and

WHEREAS, City and Litter Control Provider now to desire to amend the compensation due to Litter Control Provider; and

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Litter Control Provider agree as follows:

1. **RECITALS.** City and Litter Control Provider hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **AMENDMENT TO COMPENSATION**. City shall pay Litter Control Provider a maximum limiting amount not to exceed **ONE HUNDRED SEVENTY-FOUR THOUSAND, FOUR HUNDRED SIXTY AND NO/100 DOLLARS PER YEAR ($174,460/Year)** over the final renewal term. The compensation due to Litter Control Provider under this Agreement may only be adjusted by written amendment executed by both parties.

A. **Hourly Rate and Anticipated Number of Hours Per Week**. The maximum limiting amount set forth above is based upon a negotiated hourly rate for services of **ELEVEN AND NO/100 DOLLARS PER HOUR ($11.00/Hour)** and the anticipated delivery of **THREE HUNDRED FIVE (305)** collective service hours per week by Litter Control Provider personnel over the course of the final renewal term.

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

If to Litter Control Provider:

Wear Gloves, Inc.
Attn: Ken Kebrdle, President
1469 N. Magnolia Avenue, Unit B
Ocala, Florida 34474
PH: 352-727-0239
E-mail: ken@weargloves.org

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366 FAX: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
Email: rbatsel@lawyersocala.com

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

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

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

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

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

WEAR GLOVES, INC.

_____

Ken Kebrdle
President

SECOND AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WEAR GLOVES, INC.**, a not-for-profit corporation duly organized and authorized to do business in the State of Florida (EIN# 27-3644705) ("Litter Control Provider").

WHEREAS, on September 6, 2019, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), for a term of one year from August 6, 2019 through July 31, 2020, City of Ocala Contract Number: CMO/190357; and

WHEREAS, on June 5, 2020, City and Litter Control Provider entered into a First Amendment to Agreement for Litter Control Services (the "First Amendment") to extend the Original Agreement for the first of two additional one-year renewal periods available under the Original Agreement, from August 1, 2020 to July 31, 2021; and

WHEREAS, City and Litter Control Provider now to desire to amend the compensation due to Litter Control Provider and to extend the Original Agreement, as written, for the final one-year renewal period available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Litter Control Provider agree as follows:

1. **RECITALS.** City and Litter Control Provider hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional one-year term beginning **AUGUST 1, 2021** and terminating **JULY 31, 2022**.
4. **AMENDMENT TO COMPENSATION**. Effective August 1, 2021, City shall pay Litter Control Provider for services a total of **TWO THOUSAND, TWO HUNDRED AND NO/100 DOLLARS PER WEEK ($2,200/Week)** for a crew of **FOUR (4)** litter collectors and **ONE (1)** supervisor working 40 hours each per week.

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

If to Litter Control Provider:	Wear Gloves, Inc. Attn: Ken Kebrdle, President 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 PH: 352-727-0239 E-mail: ken@weargloves.org
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gilligan, Gooding, Batsel, Anderson & Phelan P.A. 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-867-7707 FAX: 352-867-0237 Email: rbatsel@ocalalaw.com

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

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

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Justin Grabelle
City Council President

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.
_____
Robert W. Batsel, Jr.
City Attorney

WEAR GLOVES, INC.

_____
Ken Kebrdle
President

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TITLE	For Signature: Renewal of Litter Control Services Agreement...
FILE NAME	FOR SIGNATURES - ... - CMO 190357.pdf
DOCUMENT ID	04c8e308e4eec1c6d38591a9c020615c5c87a9f1
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**03** / **18** / **2021** 14:23:12 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) and Ken Kebrdle (ken@weargloves.org) from plewis@ocalafl.org IP: 67.231.55.34
VIEWED	**03** / **25** / **2021** 22:06:27 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 162.212.250.197
SIGNED	**03** / **25** / **2021** 22:08:17 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 162.212.250.197
VIEWED	**03** / **25** / **2021** 22:09:09 UTC-5	Viewed by Ken Kebrdle (ken@weargloves.org) IP: 71.214.252.201
SIGNED	**03** / **25** / **2021** 22:10:56 UTC-5	Signed by Ken Kebrdle (ken@weargloves.org) IP: 71.214.252.201
COMPLETED	**03** / **25** / **2021** 22:10:56 UTC-5	The document has been completed.

FIRST AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("First Amendment") is entered into this _____ day of _____, 2020, by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WEAR GLOVES, INC.**, a not-for-profit corporation duly organized and authorized to do business in the State of Florida (EIN# 27-3644705) ("Litter Control Provider").

WHEREAS, on September 6, 2019, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), City of Ocala Contract Number: CMO/190357; and

WHEREAS, the term of the Original Agreement commenced on August 6, 2019 and is set to expire on July 31, 2020; and

WHEREAS, City and Litter Control Provider desire to extend the Original Agreement, as written, for the first of two additional one-year renewal periods available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Litter Control Provider agree as follows:

1. **RECITALS.** City and Litter Control Provider hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Litter Control Provider is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional one-year term beginning **AUGUST 1, 2020** and terminating **JULY 31, 2021**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for one (1) additional one-year (1-year) period upon written agreement between the parties.

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

If to Litter Control Provider:	Wear Gloves, Inc. Attn: Ken Kebrdle, President 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 PH: 352-727-0239 E-mail: ken@weargloves.org
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Patrick G. Gilligan, Esquire Gilligan, Gooding, Franjola & Batsel, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-867-7707 FAX: 352-867-0237 Email: pgilligan@ocalalaw.com

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

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

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Jay A. Musleh
City Council President

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
Assistant City Attorney

WEAR GLOVES, INC.

Ken Kebrdle
President

Doc ID: ad5c92112af30fef812dbbe8a82ebacb12c4[illegible]2bot.)

TITLE	For Review and Signature: Renewal of Contract# CMO/190357
FILE NAME	FINAL FOR SIGNATU... - CMO 190357.pdf
DOCUMENT ID	e9435b3f3f48952708083437bcc58d731862f171
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**06** / **05** / **2020** 11:28:30 UTC-5	A new document has been created based off of an existing document with ID ad5c92112af30fef812dbbe8a82ebacb12c492bc IP: 216.255.240.104
SENT	**04** / **27** / **2020** 10:32:56 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) and Ken Kebrdle (ken@weargloves.org) from plewis@ocalafl.org IP: 216.255.240.104
SENT	**06** / **05** / **2020** 11:29:52 UTC-5	Sent for signature to Jay A. Musleh (jmusleh@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**04** / **27** / **2020** 15:00:20 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51

TITLE	For Review and Signature: Renewal of Contract# CMO/190357
FILE NAME	FINAL FOR SIGNATU... - CMO 190357.pdf
DOCUMENT ID	e9435b3f3f48952708083437bcc58d731862f171
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

VIEWED	**04** / **27** / **2020** 16:37:33 UTC-5	Viewed by Ken Kebrdle (ken@weargloves.org) IP: 71.49.229.80
VIEWED	**06** / **05** / **2020** 14:31:30 UTC-5	Viewed by Jay A. Musleh (jmusleh@ocalafl.org) IP: 24.250.240.15
VIEWED	**06** / **05** / **2020** 14:44:21 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**04** / **27** / **2020** 15:01:13 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
SIGNED	**04** / **30** / **2020** 11:16:10 UTC-5	Signed by Ken Kebrdle (ken@weargloves.org) IP: 71.49.229.80
SIGNED	**06** / **05** / **2020** 14:32:08 UTC-5	Signed by Jay A. Musleh (jmusleh@ocalafl.org) IP: 24.250.240.15

TITLE	For Review and Signature: Renewal of Contract# CMO/190357
FILE NAME	FINAL FOR SIGNATU... - CMO 190357.pdf
DOCUMENT ID	e9435b3f3f48952708083437bcc58d731862f171
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SIGNED	**06** / **05** / **2020** 14:50:12 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**06** / **05** / **2020** 14:50:12 UTC-5	The document has been completed.

AGREEMENT FOR LITTER CONTROL SERVICES

THIS AGREEMENT is entered into this 6TH day of SEPT, 2019, by and between the CITY OF OCALA, a Florida municipal corporation ("City") and WEAR GLOVES, INC., a Florida not-for-profit corporation (EIN: 27-3644705), located at 701 SE Sanchez Avenue, Ocala, FL 34471 ("Litter Control Provider").

WHEREAS:

The City has a need for litter control services, landscape maintenance, and miscellaneous services identified by city departments.

Wear Gloves, a community non-profit provider, is willing to provide these services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES**. Wear Gloves shall provide litter control services, landscape maintenance, and miscellaneous services to the City as needed and when requested by city departments as described, and pursuant to the contents and sections within this Agreement.

2. **TERM.** The term of this Agreement shall commence on **August 6, 2019** and shall end on **July 31, 2020**. This Agreement may be renewed for two (2), consecutive one (1) year terms upon the mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.

3. **COMPENSATION.** The City will pay the Litter Control Provider for services a total of **$2,080 per week (TWO-THOUSAND, EIGHTY DOLLARS)** for a crew of four litter collectors and one supervisor working 40 hours each per week.

   Invoicing:

   A. Litter Control Provider shall invoice the City monthly for each week completed for the preceding calendar month.

   B. Invoices for this agreement will be prepared by Litter Control Provider, and submitted to each responsible City Project Manager electronically through email.

C. All invoices must contain the City contract number.
D. Completed invoices must be reviewed and agreed upon by City Project Manager, this review and agreement shall not be unreasonably withheld, conditioned, or delayed.

4. **LITTER CONTROL PROVIDER DUTIES.** The duties of the Litter Control Provider are outlined below:
   A. Litter control services will be provided daily in the parks and areas identified in **Exhibit A- Litter Control Park Schedule.**
   B. Landscape maintenance and miscellaneous services may also be required, and will be coordinated with the City project manager in lieu of litter control efforts.
   C. Labor hours are verified, via email, on Mondays for any work completed during the prior week.
   D. Services utilized through this Agreement can be terminated at will. The City will inform the Litter Control Provider in writing or via email when a litter control worker is no longer needed or desired.
   E. The Litter Control Provider will have a drug free workplace program in place. Litter Control Provider's employees will not consume alcohol during working hours, will not work while under the influence of alcohol or illegal substances, and will not smoke while in City vehicles or buildings.
   F. During the assignment, litter control workers shall not work for any period over eight (8) hours per day for a maximum of forty (40) hours per week without prior authorization from the City.

5. **EMPLOYEE UNIFORM/ SAFETY VESTS.** Litter Control Provider's employees and personnel assigned to provide temporary labor services under this Agreement shall present a neat and clean appearance suitable for duties as directed. Litter Control Provider is required to provide yellow safety vests to workers, and insure they have appropriate footwear.

6. **SUBCONTRACTING/ASSIGNMENT.** Litter Control Provider shall not assign/subcontract any work without the prior written approval of the City. The City reserves the right to decline any assignments/subcontracting.

7. **PERFORMANCE EVALUATION.** At the end of the contract, the City will evaluate the Litter Control Provider's performance. This evaluation will become public record.

8. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Litter Control Provider is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Litter Control Provider performs hereunder.

9. **INDEMNITY.** Litter Control Provider 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 or Litter Control Provider's breach of any obligation under 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 Litter Control Provider, its agents, or employees.

10. **LITTER CONTROL PROVIDER REPRESENTATIONS.**

    A. The Litter Control Provider has examined and carefully studied the Contract Documents and the other related data.

    B. The Litter Control Provider is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

    C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. **ADDITIONAL INSURED.** The "City of Ocala" shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED," but only to the extent of the risk obligations assumed hereunder by Litter Control Provider.

12. **MISCELLANEOUS INSURANCE PROVISIONS.**

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

B. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of the Litter Control Provider. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Litter Control Provider's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover the Litter Control Provider.

C. Duplicate Coverage.

1. Insurance required of the Litter Control Provider or any other insurance of the Litter Control Provider shall be considered primary and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City which arise out of this contract.

2. Insurance written on a "Claims Made" form is not acceptable without City Risk Management consultation.

3. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

D. Deductibles. Litter Control Provider's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. The Litter Control Provider is responsible for the amount of any deductible or self- insured retention.

E. Certificates. Litter Control Provider 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 A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department- 3rd FL, 110 SE Watula Ave, 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.

F. Failure to Maintain Coverage. In the event that Litter Control Provider shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Litter Control Provider under this agreement, the Litter Control Provider shall be considered to be in default of this agreement.

13. **LIABILITY INSURANCE.** General liability insurance, with combined single limits of not less than $1,000,000 per occurrence shall be provided and maintained by the Litter Control Provider. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

A. If the Commercial General Liability form is used:

1. Coverage A - shall include premises, operations, products and completed operations, independent Litter Control Providers, contractual liability covering this contract and broad form property damage coverage.
2. Coverage B - shall include personal injury.
3. Coverage C - medical payments, is not required.

B. If the Comprehensive General Liability form is used, it shall include at least:

1. Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent Litter Control Providers, and property damage resulting from explosion, collapse or underground (XU) exposures.

14. **BUSINESS AUTO LIABILITY.** Business Auto Liability insurance shall be provided by the Litter Control Provider with combined single limits of not less than $100,000 per person, $300,000 per occurrence, and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned and hired automobiles and employee non-ownership use.

15. **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 Litter Control Provider 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 Litter Control Provider, as City is and shall remain an independent Litter Control Provider by reason of this Agreement.

16. **TERMINATION.** If the Litter Control Provider defaults in the performance or materially breaches any provision of this Agreement, the City may, at its option, terminate this Agreement by giving written notification thereof to the other party at least thirty (30) days in advance of termination. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

17. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Litter Control Provider to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be considered to be any act or failure to act on the part of the Litter Control Provider including, but not limited to, any of the following:

    A. Litter Control Provider fails to adequately perform the services set forth in the specifications of the Agreement;

    B. Litter Control Provider fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Litter Control Provider will not or cannot perform to the requirements of the Agreement.

18. **REMEDIES/OPPORTUNITY TO CURE.** If Litter Control Provider defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Litter Control Provider detailing Litter Control Provider's violations and giving Litter Control Provider an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Litter Control Provider to be in breach of this Agreement and pursue any and all remedies available at law or equity, including termination of this agreement without further notice and all rights of Litter Control Provider hereunder. Notwithstanding City's termination of the Agreement, Litter Control Provider shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another Litter Control Provider to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from

the Litter Control Provider by: (a) Deduction from an unpaid balance, or (b) Any other remedy as provided by law.

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. **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, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.

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

22. **TERMINATION FOR CONVENIENCE.** Parties may at any time and for any reason terminate services by providing a 30-day notice to the other party. Upon receipt of such notice, Litter Control Provider shall, unless the notice directs otherwise, immediately discontinue the work in connection with the performance of this Agreement. Upon such termination, Litter Control Provider shall be entitled to payment only as follows: (1) the actual cost of the work hours completed in conformity with this

Agreement; plus, (2) such other costs actually incurred by Litter Control Provider as permitted by the contract and approved by City.

23. **NON EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Litter Control Provider. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

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. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Litter Control Provider 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.

26. **PUBLIC ENTITY CRIMES.** Litter Control Provider on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a Litter Control Provider, supplier, subcontractor Control Provider, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list..

27. **COMPLIANCE WITH OTHER LAWS.** Litter Control Provider shall comply with all laws, rules or regulations governing the performance of this Agreement including, without limitation, those involving compensation to its employees or agents such as the Fair Labor Standards Act and the Florida Minimum Wage Act, and shall, upon request by City, provide City with such proof of such compliance including, without limitation, all records required to be maintained thereunder.

28. **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 Litter Control Provider:	Wear Gloves, Inc. Ken Kebrdle, President 1469 N. Magnolia Ave., Unit B Ocala, FL 34471 Phone: 352-727-0239 Email: ken@weargloves.org
If to City:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Patrick G. Gilligan Gilligan, Gooding, Franjola & Batsel, P.A. Attorneys at Law 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 Email: pgilligan@ocalalaw.com

29. **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.

29. **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.

30. **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.

31. **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.

32. **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.

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

34. **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.

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

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

37. **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.

38. **ELECTRONIC SIGNATURE(S).** Litter Control Provider, 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.

30. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

~~Mary S. Rich~~
City Council President

Approved as to form and legality:

For Patrick G. Gilligan
City Attorney

WEAR GLOVES, INC.

Ken Kebrdle as President

E:\CITY\Public Works\General 2019\Wear Gloves\Contract JG 8-19-19.docx

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

ACCEPTED BY CITY COUNCIL
August 20, 2019
DATE
OFFICE OF THE CITY CLERK

	Monday		Tuesday		Wednesday
1	Martin Luther King, Jr. Rec Complex	1	Martin Luther King, Jr. Rec Complex	1	Martin Luther King, Jr. Rec Complex
2	Lillian Bryant	2	Lillian Bryant	2	Lillian Bryant
3	Ocala Regional Sportsplex	3	Ocala Regional Sportsplex	3	Ocala Regional Sportsplex
4	Jervey Gantt	4	Jervey Gantt	4	Jervey Gantt
5	MLK Memorial	5	Scott Springs	5	MLK Memorial
6	Lamb	6	MLK Memorial	6	Lamb
7	Toms	7	Lamb	7	Toms
8	Wyomina	8	Toms	8	Wyomina
9	Clyatt	9	Wyomina	9	Clyatt
10	Ritterhoff	10	Clyatt	10	Ritterhoff
11	Fisher	11	Ritterhoff	11	Fisher
12	Walker	12	Fisher	12	Walker
13	Nature	13	Walker	13	Nature
14	Ft. King Memorial	14	Nature	14	Ft. King Memorial
15	Heritage Nature	15	Ft. King Memorial	15	Heritage Nature
16	Second Chance Tot Lot	16	Heritage Nature	16	Second Chance Tot Lot
17	Anderson	17	Second Chance Tot Lot	17	Anderson
18	Todd C. Prosser	18	Anderson	18	Todd C. Prosser
19	Powhattan	19	Todd C. Prosser	19	Powhattan
20	Turnipseed	20	Powhattan	20	Turnipseed
21	Highlands East/West	21	Turnipseed	21	Highlands East/West
22	Legacy (former Thompson Bowl)	22	Highlands East/West	22	Legacy (former Thompson Bowl)
23	Idylweir	23	Legacy (former Thompson Bowl)	23	Idylweir
		24	Idylweir		

	Thursday		Friday
1	Martin Luther King, Jr. Rec Complex	1	Martin Luther King, Jr. Rec Complex
2	Lillian Bryant	2	Lillian Bryant
3	Ocala Regional Sportsplex	3	Ocala Regional Sportsplex
4	Jervey Gantt	4	Jervey Gantt
5	MLK Memorial	5	Scott Springs
6	Lamb	6	MLK Memorial
7	Toms	7	Lamb
8	Wyomina	8	Toms
9	Clyatt	9	Wyomina
10	Ritterhoff	10	Clyatt
11	Fisher	11	Ritterhoff
12	Walker	12	Fisher
13	Nature	13	Walker
14	Ft. King Memorial	14	Nature
15	Heritage Nature	15	Ft. King Memorial
16	Second Chance Tot Lot	16	Heritage Nature
17	Anderson	17	Second Chance Tot Lot
18	Todd C. Prosser	18	Anderson
19	Powhattan	19	Todd C. Prosser
20	Turnipseed	20	Powhattan
21	Highlands East/West	21	Turnipseed
22	Legacy (former Thompson Bowl)	22	Highlands East/West
23	Idylweir	23	Legacy (former Thompson Bowl)
		24	Idylweir

Legislation Text

File #: 2022-0240, **Version:** 1

Submitted By: Amy Johnson

Presentation By: Clint Welborn

Department: Fire and Emergency Services

STAFF RECOMMENDATION (Motion Ready):
Approve the purchase of a Bauer air cascade system from Breathing Air Systems Inc. of Ocala in the amount of $59,952

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The cascade system, also known as a self-contained breathing apparatus (SCBA) fill station, is required to fill and refill 4,500 psi air cylinders worn by firefighters that provide breathable air in an immediately dangerous to life or health atmosphere. One of Ocala Fire Rescue's current breathing air fill stations is over 30 years old. As a result, the stressed unit has required additional maintenance and upkeep to allow it to function within acceptable limits and has required several rebuilds of the compressor block to keep it functioning properly. We have been advised that the unit is obsolete and should be replaced.

FINDINGS AND CONCLUSIONS:
The replacement of this equipment will improve firefighter safety and continue to allow for two locations for SCBA bottle refills.

FISCAL IMPACT:
Fire Rescue was approved for $50,000 Fiscal Year 2021-2022 through the annual budget and a budget resolution has been requested for the remaining $9,952 on this same agenda. With the adoption of the accompanying budget resolution, funds will be available in account number 120-019-910-522-66-64010.

PROCUREMENT REVIEW:
This has been reviewed and approved by Procurement and meets the City's policies.

LEGAL REVIEW:

N/A. Direct supply purchase.

ALTERNATIVE:
Amend, Deny, Table

BREATHING AIR SYSTEMS
8855 E BROAD ST
REYNOLDSBURG, OH 43068

SALES & SERVICE CENTERS
SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM

OHIO - CORP HQ 614.864.1235
NORTH CAROLINA 336.674.0749
FLORIDA 352.629.7712
TENNESSEE 423.634.3184
INDIANA/KENTUCKY 614.986.1025
PENNSYLVANIA 412.564.5756
MICHIGAN 517.786.4060
ILLINOIS 217.768.4408

SAFE AIR SYSTEMS
a Subsidiary of Breathing Air Systems
210 LABRADOR DR.
RANDELMAN, NC 27317

WWW.BREATHINGAIR.COM
THE NATION'S LARGEST DISTRIBUTORS OF BAUER COMPRESSORS

Quote

Breathing Air Systems
5555 SOUTH PINE AVENUE
Unit 10-04
Ocala FL 34480
United States

Requested By: John Long
Title:
Email: jlong@ocalafl.org
Phone: (352) 629-8205

Date	01/03/2022
Quote #	QUO-FL862
Customer ID	210078-3
Expires	03/04/2022
Terms	Net 30
Shipping Method	LTL Motor Freight
FOB	
Est Delivery Time	8 to 10 Weeks

Bill To
OCALA FIRE DEPT #1
505 NW Martin Luther King Jr Ave
Ocala FL 34475
United States

Ship To
ROBERT DAVIS
OCALA FIRE DEPT
TBD
OCALA FL 34470
United States

Sales Rep: Jason Reese
Sales Rep Email: jreese@breathingair.com
Sales Rep Phone: (352) 629-7712

A 3% CREDIT CREDIT CARD CONVENIENCE FEE WILL BE ADDED TO ALL ORDERS AT TIME OF FULFILLMENT FOR ALL CREDIT CARD TRANSACTIONS EXCEEDING $1,200.00. A WIRE FEE OF $45.00 WILL BE ADDED TO ALL ORDERS PAID BY WIRE.

NOTE: Our quotes do not include the offloading, uncrating, or placement of compressors or fill stations. Customers are responsible for the wiring to or into an electrical compressor and to the electrical supply. Warranty is as proposed.

Item	Quantity	Description	Rate	Amount	Tax Rate
VEC13-E3	1	Bauer Compressor system - 13 cfm. Bauer Vertecon Air System 6000 psi. 13 cfm. Charging rate with pressure switch for automatic start & stop control. Locally mounted interstage pressure gauges. P2S 67,000 cu ft purification system with SECURUS electronic cartridge monitor. Pressure lubricated with low oil protection. Automatic condensate drain system and PLC controller with E-Stop Button. Entire electrical assembly is UL LISTED. Three phase electric.	28,810.00	28,810.00	
CFS5.5-3SX4X4	1	Fill Station - BAUER- Class 2. Independently tested containment fill station meets NFPA 1901. Fills three SCBA cylinders and has four cascade controls with valves and gauges. Features cylinder scuff guard - fill control panel with adjustable regulator - SCBA fill connection - top mounted cascade control panel with regulated remote outlet - Three fill hoses with bleed valves and safety door interlock. 5500 psi fill pressure.	16,840.00	16,840.00	
CS6	4	Cascade System, 6000 psi, Cylinder includes CGA connection, Elbow, Mounting Rail, Clamp and 8 Ft. Hose	2,171.66	8,686.64	
BAS-4021CO-	1	CO MONITOR 24V FOR LEGACY	2,575.00	2,575.00	

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REYNOLDSBURG, OH 43068

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210 LABRADOR DR.
RANDELMAN, NC 27317

WWW.BREATHINGAIR.COM
THE NATION'S LARGEST DISTRIBUTORS OF BAUER COMPRESSORS

Quote

Breathing Air Systems
5555 SOUTH PINE AVENUE
Unit 10-04
Ocala FL 34480
United States

Date 01/03/2022
Quote # QUO-FL862
Customer ID 210078-3

Item	Quantity	Description	Rate	Amount	Tax Rate
24v					
HPH7000	15	Hose, 7000 psi, per foot. Requires two fittings not included in price. Choose from 10155-4-4, 10255-4-4 or 10655-4-4.	8.24	123.60	
10155-4-4	1	Fitting - 1/4 MNPT Installed on 7000 psi hose	14.45	14.45	
10655-4-4	1	Fitting - 1/4 JIC female Installs on 7000 psi hose	14.50	14.50	
SLP-HP-WITH START-UP	1	Single High Pressure Air Test Kit to be taken at time of start-up by Breathing Air Service Technician.	135.00	135.00	
Labor	8	Service Labor- per hour	119.00	952.00	

Subtotal 58,151.19
Shipping Cost (LTL Motor Freight) 1,800.00
Total $59,951.19

PAYMENT TERMS: INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).

ALL PARTS RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE.

SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.

NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING $1,200.00.

Quote Approved By:_____(Print Name)

Approved By Signature:_____

Approved Date:_____

File #: 2022-0241, **Version:** 1

Submitted By: Amy Johnson

Presentation By: Clint Welborn

Department: Fire and Emergency Services

STAFF RECOMMENDATION (Motion Ready):
Approve 2-year contract with Frank Fraunfelter, M.D. as the Medical Director for Ocala Fire Rescue in the amount of $60,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Ocala Fire Rescue is required by Florida Statutes to have a licensed medical doctor to provide medical oversight for the Paramedics and Emergency Medical Technicians. The Medical Director is also responsible for signing off on all paramedics before being able to act in the capacity of a paramedic with Ocala Fire Rescue.

FINDINGS AND CONCLUSIONS:
This agreement has been an ongoing relationship with Dr. Fraunfelter for medical oversight for several years.

FISCAL IMPACT:
$60,000 for the initial two-year contract term with two optional, one-year renewals. Funds are budgeted in account #001-019-019-522-52-34010.

PROCUREMENT REVIEW:
The agreement has been reviewed and in compliance with the City's procurement policies.

LEGAL REVIEW:
The agreement is pending legal review by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Deny, Amend, Table

AGREEMENT FOR MEDICAL DIRECTOR SERVICES FOR OCALA FIRE RESCUE

THIS AGREEMENT FOR MEDICAL DIRECTOR SERVICES FOR OCALA FIRE RESCUE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **FRANK FRAUNFELTER, M.D.** ("Medical Director").

R E C I T A L S :

WHEREAS, Ocala Fire Rescue ("OFR") is licensed under Chapter 401, Florida Statutes, and Chapter 64-E-2, Florida Administrative Code, to operate both a basic life support ("BLS") service and advanced life support ("ALS") service (the City's "Emergency Medical Services System"); and

WHEREAS, Section 401.265, Florida Statutes, requires each BLS transportation service or ALS service to employ or contract with a medical director to supervise and assume direct responsibility for the medical performance of the emergency medical technicians and paramedics operating under the emergency medical services system; and

WHEREAS, Frank Fraunfelter, M.D. is a licensed physician who has provided medical director services for City's emergency medical services system as required under Section 401.265, Florida Statutes, since at least February 12, 2018; and

WHEREAS, procurement of medical director services are exempt from competitive solicitation and after consideration of the rates of comparable medical director's throughout the state of Florida, the City Contracting Officer has found the rate proposed by Frank Fraunfelter, M.D.'s to be fair and reasonable.

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

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Medical Director hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **APRIL 2, 2022** and continue for a term of **TWO (2)** years, through and including **APRIL 1, 2024**. This Agreement may be renewed for up to **TWO (2)** additional, **ONE-YEAR** (1-year) periods by written consent between City and Vendor.
3. **COMPENSATION.** As full and complete compensation for the satisfactory performance of services rendered by Medical Director pursuant to this Agreement, City shall pay Medical Director the sum of **THIRTY THOUSAND AND NO/100 DOLLARS PER YEAR ($30,000/Year)**, payable in twelve monthly installments after the first day of each month for the previous month's services.

A. **Medical Malpractice Insurance Reimbursement**. City shall reimburse Medical Director up to a maximum of **TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS PER YEAR ($2,500/Year)** for the professional liability insurance required under this Agreement.

B. **No Payment to Independent Contractors of Medical Director**. City will not be responsible for compensating any other physicians who may occasionally perform duties required under this Agreement at the direction of Medical Director.

C. **Excess Funds**. If due to mistake or any other reason Medical Director receives payment under this Agreement in excess of what is provided for by the Agreement, Medical Director shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Medical Director'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.

D. **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. Medical Director shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Medical Director be authorized to use City's Tax Exemption Number for securing materials listed herein.

4. **SCOPE OF SERVICES, DUTIES, AND RESPONSIBILITIES.** Frank Fraunfelter, M.D. shall be designated the Medical Director for the City of Ocala's emergency medical services system for the term of this Agreement and during any renewal term agreed to and memorialized in a writing executed by both parties. Medical Director's duties and responsibilities shall consist of the following:

A. Within ninety (90) days of the execution of this Agreement, Medical Director shall designate in writing any independent contractor physicians who will have the authority to act and provide the services required of Medical Director under this Agreement in the absence of Medical Director. Any independent contractor physicians so identified shall be subject to prior written approval by City and must provide proof of insurance for City review prior to and before rendering any services under this Agreement.

B. Supervise and assume direct responsibility for the medical performance of the emergency medical technicians and paramedics operating for the City of Ocala's emergency medical services system.

C. Provide duties including advising, consulting, training, counseling, and overseeing of services, including appropriate quality assurance, but not including administrative and managerial functions.

D. Establish, maintain, and ensure adherence to the standard of care regarding the City's emergency medical services system.

E. Gather input in the review and development of standards of care on an annual basis and revise performance standards for the City's emergency medical services system as necessary.

F. Develop, revise, implement, maintain and ensure adherence to detailed written operating procedures regarding all aspects of the handling of medications, fluids and controlled substances by the City's emergency medical services system.

G. Provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include the direction to emergency medical system personnel as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by section 252.34(3), Florida Statutes.

H. Serve as a patient advocate and shall make every effort to ensure that all aspects of the City's emergency medical services system is developed to place the needs of the patient first.

I. Assist in the development, implementation, and maintenance of an effective and continuous quality assurance program to assess the medical performance of all emergency medical technicians (EMTs) and paramedics operating under Medical Director's supervision by:

(1) developing, implementing, and supervising a formal patient care quality assurance system in accordance with section 401.265, Florida Statutes, and Rule 64J-1.004, Florida Administrative Code, to include the formation and supervision of a quality assurance committee;

(2) conducting periodic review sessions with OFR personnel regarding medical management of individual medical rescue cases;

(3) conducting in-station education and case scenario reviews to continually improve and refine the skills of emergency medical technicians and paramedics;

(4) providing conflict/dispute resolution within the City's emergency medical services system pertaining to clinical care with an emphasis on patient care; and

(5) maintaining records related to quality assurance committee meetings and quality assurance measures.

(6) auditing the performance of emergency medical service system personnel by use of a quality assurance program to include, but not be limited to, a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures.

J. Ensure that the qualifications of all City emergency medical services personnel involved in patient care are maintained on an ongoing base through education, testing, and credentialing.

K. Participate as a crew member on the City's emergency services vehicles in accordance with Florida Department of Health rules and provide on-site personnel evaluation. Medical Director shall perform at least **TEN (10)** hours per contract year of in-the-field operations riding in rescue vehicles, reviewing the performance of OFR emergency medical services personnel, and reviewing different incidents in which emergency medical services are rendered.

L. Participate directly and indirectly in City disaster planning and management, including hazmat response, incident command system, and deployments outside the City during state-declared emergency situations.

M. Develop, revise, implement, and maintain medically correct standing orders and protocols which permit specified ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient. These standards include, but are not limited to Advanced Cardiac Life Support (ACLS), Basic Trauma Life Support (BTLS) (n/k/a International Trauma Life Support (ITLS)), Pediatric Advanced Life Support (PALS), and Trauma Transport Protocols (TTP).

N. Conduct an ongoing review of all protocols and standing orders as may be necessary to promote reliable service delivery, appropriate patient care, and the maintenance of the current standard of care. This shall include, at a minimum, a comprehensive annual review and written approval of all protocols and standing orders. While conducting the annual review, Medical Director shall take into consideration the results of quality assurance reviews, reviews of current medical literature, and input from the City's emergency medical services system personnel.

O. Ensure that appropriate training for new protocols and standing orders is conducted prior to implementation; ensure compliance with protocols and standing orders by all EMS personnel; and ensure that additional training is conducted for any identified needs.

P. Possess and maintain proof of current registration as a medical director, either individually or through a hospital, with the U.S. Department of Justice, Drug Enforcement Administration (DEA) to provide controlled substances to an emergency medical services provider.

Q. Ensure and certify that security procedures for the City's emergency medical services system for medications, fluids and controlled substances are in compliance with chapters 499 and 893, Florida Statutes, and Chapter 61N-1, Florida Administrative Code.

R. Review and approve community medical education and training programs as may be offered by OFR.

S. Review and approve emergency medical technician and paramedic continuing medical education (CEU) training provided by OFR as requested.

T. Provide a minimum of ten (10) hours per year of continuing medical education (CEU) training for paramedics and emergency medical technicians.

U. In conjunction with the Fire Chief and OFR staff, keep contemporaneous records for continuing education and re-certification training and other necessary documentation related to attendance at programs required by federal, state and local regulations in accordance with Florida law.

V. Serve as a liaison between the City and various community hospitals, other local emergency medical services agencies, and any other agency, physician, institution or organization affecting the City's provision of emergency medical services.

W. Provide liaison services as requested by the City, OFR personnel, or on behalf of City to any educational, governmental, or medical agency or institution and to other providers in Marion County and elsewhere, to which OFR may deliver patients or from which OFR may seek medical or regulatory consultation relating to the City's provision of emergency medical services.

X. Maintain membership and actively participate in the Florida Medical Directors Association for the purposes of providing City and OFR personnel with emergency medical services system updates and concerns of other agencies as appropriate.

Y. Abide by all requirements of Chapter 401, Florida Statutes, and Chapter 64J-I pertaining to emergency medical service medical directors.

Z. Provide all other services as may be specifically required by law or regulations, and/or mutually agreed to by City and Medical Director, relating to the City's provision of emergency medical services.

5. **TERMINATION AND BREACH**. Either party may terminate this Agreement or any extension or renewal of this Agreement for any reason at any time by providing no less than **THIRTY (30) DAYS** prior written notice in the manner required by this Agreement.

A. **Medical Director Breach**. City may, in its sole discretion, terminate this Agreement immediately by giving written notice to Medical Director in the event of any one or more of the following occurrences:

(1) Medical Director fails to adequately and/or competently fulfill any of the terms and understandings of, or otherwise fails to comply with this Agreement.

(2) Medical Director's license to practice medicine in any state where Medical Director holds such a license is suspended or revoked, or Medical Director is placed on probation, reprimanded, fined, or has his or her medical practice privileges restricted by any state or governing authority;

(3) Medical Director is found, in connection with his service as a medical director for any emergency medical services system, to have committed negligence or gross negligence or recklessness or an intentional tort or medical malpractice by a jury or judge of a court of competent jurisdiction regardless of the results of any retrial, rehearing, or appeal;

(4) any insurance coverage required by this Agreement is not maintained or is not maintained at the required level, or is cancelled;

(5) Medical Director is either temporarily or permanently incapacitated and unable to perform the services required under this Agreement, as determined solely by City;

B. **Compensation Upon Termination**. Upon termination of this Agreement, for any reason, during either the initial or any renewal term, the compensation due and payable to Medical Director shall be prorated according to the number of calendar months for which services were actually rendered.

6. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Medical Director who enters into an Agreement with the City of Ocala and fails to complete the Agreement 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.

7. **PERFORMANCE EVALUATION**. At the end of the Agreement, City may evaluate Medical Director's performance. Any such evaluation will become public record.

8. **MEDICAL DIRECTOR REPRESENTATIONS**. Medical Director expressly represents that:

A. Medical Director has read and is fully familiar with all the terms and conditions of this Agreement 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 Medical Director under this Agreement.

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

C. Medical Director 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 Medical Director's own investigation.

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

E. **Public Entity Crimes.** Neither Medical Director, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or vendors under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Medical Director 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 City or political subdivision of any other state or with the United States…" Medical Director 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 Medical Director 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.

9. **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 Medical Director 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.

10. **PROFESSIONAL LIABILITY INSURANCE**. Medical Director shall procure and maintain during the term of this Agreement (and during the term of any extension or renewal of this Agreement) professional liability/medical malpractice insurance with minimum policy limits of One Million Dollars ($1,000,000) per claim, and Three Million Dollars ($3,000,000) insuring Medical Director and the Medical Director's officers, employees, and the City against liability arising out of any and all acts and/or omissions by the Medical Director and the Medical

Director's officers, employees during the term of this Agreement (and during the term of any extension or renewal of this Agreement), including coverage for the liability assumed by Medical Director under the indemnification provision of this Agreement. Medical Director shall keep the policy of professional liability/medical malpractice insurance in force until the third anniversary of the expiration of this Agreement. Evidence of continual coverage must be provided to City within **TEN (10)** days of each policy inception or equivalent.

11. **AUTO LIABILITY INSURANCE.** Medical Director shall procure and maintain, for the term of this Agreement (and during the term of any extension or renewal of this Agreement), proof of automobile liability insurance with policy coverage and limits in accordance with state law.
12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** If required by law, Medical Director shall procure and maintain for the term of this Agreement (and during the term of any extension or renewal of this Agreement), Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Medical Director shall ensure any and all subcontractors have coverage as required by applicable statutes. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.
13. **MISCELLANEOUS INSURANCE PROVISIONS.**

    A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Medical Director. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Medical Director's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Medical Director. **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. Medical Director is responsible for the amount of any deductible or self-insured retention. Medical Director's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.

    C. Certificates of Insurance. Medical Director shall provide certificates of insurance required under this Agreement, issued by an insurer 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. All original and renewal certificates of insurance shall be forwarded to: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala,**

FL 34471, E-Mail: vendors@ocalafl.org Renewal certificates must be forwarded 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 Medical Director 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 Medical Director under this Agreement, Medical Director shall be considered to be in default of this Agreement.

E. Severability of Interests. Medical Director 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.

14. **SAFETY/ENVIRONMENTAL.** Medical Director shall be responsible at all times for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Medical Director 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. Medical Director 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.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Medical Director, 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 Medical Director. Medical Director'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.

15. **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 Medical Director or any other persons or organizations having a direct contract with Medical Director, 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 Medical Director or any other persons or organizations having a direct contract with Medical Director, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Medical Director, 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.

16. **INDEPENDENT CONTRACTOR STATUS.** Medical Director acknowledges and agrees that under this Agreement, Medical Director and any agent or employee of Medical Director 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 Medical Director nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Medical Director 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 employment 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 Medical Director in its performance of its obligations under this Agreement.
17. **ACCESS TO FACILITIES.** City shall provide Medical Director with access to all City facilities as is reasonably necessary for Medical Director to perform its obligations under this Agreement.
18. **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.
19. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Medical Director under this Agreement be abandoned, or should Medical Director become insolvent, or if Medical Director 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.

20. **PUBLIC RECORDS.** The Medical Director shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Medical Director shall:
    A. Keep and maintain public records required by the public City to perform the service.
    B. Upon request from the public City's custodian of public records, provide the public City 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 Medical Director does not transfer the records to the public City.
    D. Upon completion of the contract, transfer, at no cost, to the public City all public records in possession of the Medical Director or keep and maintain public records required by the public City to perform the service. If the Medical Director transfers all public records to the public City upon completion of the contract, the Medical Director shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Medical Director keeps and maintains public records upon completion of the contract, the Medical Director shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public City, upon request from the public City's custodian of public records, in a format that is compatible with the information technology systems of the public City.

IF THE MEDICAL DIRECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEDICAL DIRECTOR'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.

21. **AUDIT.** Medical Director 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.

22. **PUBLICITY.** Medical Director 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.
23. **CONFLICT OF INTEREST.** Medical Director is required to have disclosed the name of any officer, director, or agent who may be employed by the City. Medical Director shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Medical Director'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.
24. **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.
25. **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.
26. **INDEMNITY.** Medical Director 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 Medical Director, its agents, and employees including supervision, direction, oversight, counseling, and training of, and consultation with City personnel by Medical Director or by any third party physician acting on behalf of or in place of Medical Director. This paragraph shall survive expiration or early termination of this Agreement.
27. **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.

28. **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 Medical Director:	Frank Fraunfelter, M.D. 700 SE 67th Lane Ocala, Florida 34480 Phone: 352-286-3166 E-mail: fraunfelter@cox.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 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**

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **MUTUALITY OF NEGOTIATION.** Medical Director and City acknowledge that this Agreement is a result of negotiations between Medical Director 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.
35. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
36. **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.
37. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
38. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
39. **ELECTRONIC SIGNATURE(S).** Medical Director, 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.
40. **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.
41. **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 _____.

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

MEDICAL DIRECTOR

_____

Frank Fraunfelter, M.D.

File #: BR-2022-129, **Version:** 1

Submitted By: Amy Johnson

Presentation By: Tammi Haslam

Department: Fire and Emergency Services

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2022-129 amending the Fiscal Year 2021-2022 budget to transfer funds from the Infrastructure Sales Surtax Reserve account for the purchase of a Cascade System in the amount of $9,952

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The cascade system, also known as a self-contained breathing apparatus (SCBA) fill station, is required to fill and refill 4,500 psi air cylinders worn by firefighters that provide breathable air in an immediately dangerous to life or health atmosphere. One of Ocala Fire Rescue's current breathing air fill stations is over 30 years old. As a result, the stressed unit has required additional maintenance and upkeep to allow it to function within acceptable limits and has required several rebuilds of the compressor block to keep it functioning properly. We have been advised that the unit is obsolete and should be replaced.

FINDINGS AND CONCLUSIONS:
The replacement of this equipment will improve firefighter safety and continue to allow two locations for the refilling of SCBA bottles.

FISCAL IMPACT:
Fire Rescue was approved for $50,000 Fiscal Year 2021-2022 through the annual budget. An additional $9,952 is required to fund the purchase. These funds will be transferred from the Infrastructure Sales Surtax Reserve account to account number 120-019-910-522-66-64010.

PROCUREMENT REVIEW:
This has been reviewed and approved by procurement and meets the City's policies.

LEGAL REVIEW:

The Resolution is pending review by City Attorney Robert W. Batsel Jr.

ALTERNATIVE:
Amend, Deny, Table

BUDGET RESOLUTION 2022-129

A RESOLUTION AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE GENERAL REVENUE FOR THE PURCHASE OF A CASCADE SYSTEM IN THE AMOUNT OF $9,952

WHEREAS, Ocala Fire Rescue budgeted $50,000 through the Fiscal Year 2022 annual budget process for the purchase of a cascade system that will improve firefighter safety; and

WHEREAS, the purchase price of the system is $59,952 which creates a shortfall of $9,952; and

WHEREAS, sufficient funds are available in the Infrastructure Sales Surtax reserve account to support the difference.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled as follows, the FY2022 budget be amended as outlined below to transfer $9,952.

SOURCE:
120-099-999-522-81-99999 Infrastructure Sales Surtax Reserve ($9,952)

USE:
120-019-910-522-66-64010 Machinery & Equipment ($5,000+) $9,952

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

BREATHING AIR SYSTEMS
8855 E BROAD ST
REYNOLDSBURG, OH 43068

SALES & SERVICE CENTERS
SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM

OHIO - CORP HQ 614.864.1235
NORTH CAROLINA 336.674.0749
FLORIDA 352.629.7712
TENNESSEE 423.634.3184
INDIANA/KENTUCKY 614.986.1025
PENNSYLVANIA 412.564.5756
MICHIGAN 517.786.4060
ILLINOIS 217.768.4408

SAFE AIR SYSTEMS
a Subsidiary of Breathing Air Systems
210 LABRADOR DR.
RANDELMAN, NC 27317

WWW.BREATHINGAIR.COM
THE NATION'S LARGEST DISTRIBUTORS OF BAUER COMPRESSORS

Quote

Breathing Air Systems
5555 SOUTH PINE AVENUE
Unit 10-04
Ocala FL 34480
United States

Requested By: John Long
Title:
Email: jlong@ocalafl.org
Phone: (352) 629-8205

Date	01/03/2022
Quote #	QUO-FL862
Customer ID	210078-3
Expires	03/04/2022
Terms	Net 30
Shipping Method	LTL Motor Freight
FOB	
Est Delivery Time	8 to 10 Weeks

Bill To
OCALA FIRE DEPT #1
505 NW Martin Luther King Jr Ave
Ocala FL 34475
United States

Ship To
ROBERT DAVIS
OCALA FIRE DEPT
TBD
OCALA FL 34470
United States

Sales Rep: Jason Reese
Sales Rep Email: jreese@breathingair.com
Sales Rep Phone: (352) 629-7712

A 3% CREDIT CREDIT CARD CONVENIENCE FEE WILL BE ADDED TO ALL ORDERS AT TIME OF FULFILLMENT FOR ALL CREDIT CARD TRANSACTIONS EXCEEDING $1,200.00. A WIRE FEE OF $45.00 WILL BE ADDED TO ALL ORDERS PAID BY WIRE.

NOTE: Our quotes do not include the offloading, uncrating, or placement of compressors or fill stations. Customers are responsible for the wiring to or into an electrical compressor and to the electrical supply. Warranty is as proposed.

Item	Quantity	Description	Rate	Amount	Tax Rate
VEC13-E3	1	Bauer Compressor system - 13 cfm. Bauer Vertecon Air System 6000 psi. 13 cfm. Charging rate with pressure switch for automatic start & stop control. Locally mounted interstage pressure gauges. P2S 67,000 cu ft purification system with SECURUS electronic cartridge monitor. Pressure lubricated with low oil protection. Automatic condensate drain system and PLC controller with E-Stop Button. Entire electrical assembly is UL LISTED. Three phase electric.	28,810.00	28,810.00	
CFS5.5-3SX4X4	1	Fill Station - BAUER- Class 2. Independently tested containment fill station meets NFPA 1901. Fills three SCBA cylinders and has four cascade controls with valves and gauges. Features cylinder scuff guard - fill control panel with adjustable regulator - SCBA fill connection - top mounted cascade control panel with regulated remote outlet - Three fill hoses with bleed valves and safety door interlock. 5500 psi fill pressure.	16,840.00	16,840.00	
CS6	4	Cascade System, 6000 psi, Cylinder includes CGA connection, Elbow, Mounting Rail, Clamp and 8 Ft. Hose	2,171.66	8,686.64	
BAS-4021CO-	1	CO MONITOR 24V FOR LEGACY	2,575.00	2,575.00	

BREATHING AIR SYSTEMS
8855 E BROAD ST
REYNOLDSBURG, OH 43068

SALES & SERVICE CENTERS
SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM

OHIO - CORP HQ 614.864.1235
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SAFE AIR SYSTEMS
a Subsidiary of Breathing Air Systems
210 LABRADOR DR.
RANDELMAN, NC 27317

WWW.BREATHINGAIR.COM
THE NATION'S LARGEST DISTRIBUTORS OF BAUER COMPRESSORS

Quote

Breathing Air Systems
5555 SOUTH PINE AVENUE
Unit 10-04
Ocala FL 34480
United States

Date 01/03/2022
Quote # QUO-FL862
Customer ID 210078-3

Item	Quantity	Description	Rate	Amount	Tax Rate
24v					
HPH7000	15	Hose, 7000 psi, per foot. Requires two fittings not included in price. Choose from 10155-4-4, 10255-4-4 or 10655-4-4.	8.24	123.60	
10155-4-4	1	Fitting - 1/4 MNPT Installed on 7000 psi hose	14.45	14.45	
10655-4-4	1	Fitting - 1/4 JIC female Installs on 7000 psi hose	14.50	14.50	
SLP-HP-WITH START-UP	1	Single High Pressure Air Test Kit to be taken at time of start-up by Breathing Air Service Technician.	135.00	135.00	
Labor	8	Service Labor- per hour	119.00	952.00	

Subtotal	58,151.19
Shipping Cost (LTL Motor Freight)	1,800.00
Total	$59,951.19

PAYMENT TERMS: INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).

ALL PARTS RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE.

SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.

NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING $1,200.00.

Quote Approved By:_____(Print Name)

Approved By Signature:_____

Approved Date:_____

File #: BR-2022-130, **Version:** 1

Submitted By: Peter Brill

Presentation By: Tammi Haslam

Department: Finance

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2022-130 amending the Fiscal Year 2021-2022 budget to appropriate funds from the General Fund Reserve for Contingencies to cover expenditures incurred as a result of a judgment for taxable cost in the amount of $67,472

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, .

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On February 20, 2014, Class Representatives filed a class action lawsuit against the City challenging the City's Fire Fee as an unconstitutional tax imposed in violation of Article VII, Section 1(a) of the Florida Constitution. Class Representatives requested the trial court declare the Fire Fee unlawful and order class wide refunds to the greatest extent permitted under law.

On June 19, 2020, the Fifth DCA, in a 14-page appellate decision, reversed the trial court and ruled the City's Fire Fee was an unconstitutional tax.

On October 11, 2021, the Court held a hearing on Class Representatives' Motion to Compel the City to Fund the Common Fund. The Court found the Fifth DCA's mandate was the final judgment in the case, the Fifth DCA had resolved all legal issues and properly considered and disposed of all the City's defenses. The Court granted Class Representatives' motion, determined the City had collected $79,282,909.44 in illegal taxes from class members since February 20, 2010, and ordered the City to deposit the illegal taxes into a separate fund (the "Common Fund") within sixty (60) days.

This Court reserved jurisdiction regarding all remaining aspects concerning management of this class action, including disbursement of the Common Fund and payment of refunds, class representative service awards, attorneys' fees, and costs.

Class Counsel advanced costs and expenses to bring this case to a successful conclusion. Florida law provides that "[t]he party recovering judgment shall recover all of his or her legal costs and charges. Class Representatives are the prevailing party in this action and are entitled to recover taxable costs from the City. On November 4, 2021, Class Counsel filed a separate motion seeking taxable costs from the City in the amount of $67,353.89. Class Counsel seeks reimbursement from the Common Fund for the remaining costs incurred and to be incurred to successfully conclude this case, but which are unrecoverable from the City as a taxable cost.

To date, Class Counsel has incurred $148,602.41 in total costs, taxable and non-taxable. The $148,602.41 in costs were reasonably necessary to bring this case to resolution. Costs of $67,353.89 are taxable costs to be paid by the City. The remaining $68,723.33 in non-taxable costs and any additional non-taxable costs should be reimbursed to Class Counsel from the $79,282,909.44 Common Fund.

FINDINGS AND CONCLUSIONS:
Judgment was granted on January 3, 2022 for the City of Ocala to reimburse taxable cost, plus any interest accrued until paid. This payment of $67,353.89 plus interest of 117.64 is for judgment for the class representatives who are entitled to recover taxable cost from the City of Ocala.

Description	Amount
Judgement	$67,353.89
Interest p.a.	4.25%
Annual	$ 2,862.54
Daily	$ 7.84
15 Days	$ 117.64
Total - Jan 18	**$67,471.53**

FISCAL IMPACT:
A combination of taxable cost, plus interest totaling $67,472, is required under the judgment. A transfer from the General Fund Reserve for Contingencies (001-099-999-513-81-99800) is needed to support the expenditure. The expenditure account is 001-099-950-999-81-31020.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
N/A

BUDGET RESOLUTION 2022-130

A RESOLUTION AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO TRANFER FUNDS FROM THE GENERAL FUND RESERVE FOR CONTINGENCIES TO COVER EXPENDITURES INCURRED AS A RESULT OF A LEGAL JUDGMENT TOTALING $67,472

WHEREAS, Florida law provides that the party recovering judgment shall recover all legal cost and charges; and

WHEREAS, class representatives are the prevailing party and are entitled to recover taxable cost; and

WHEREAS, to date, class counsel has incurred a total of $148,602 in taxable and non-taxable cost; and

WHEREAS, cost was deemed necessary by the circuit court of the fifth judicial circuit to bring the case to resolution; and

WHEREAS, on January 3, 2022, judgement was granted for the City of Ocala to pay taxable cost, plus interest in the amount of $67,472; and

WHEREAS, budget reserves will be used to support the unforeseen emergency expenditure incurred in fiscal year 2021-2022 that were a result of judgement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled as follows:

Sources:		
001-099-999-513-81-99800	Reserve for Contingencies	($67,472)
Uses:		
001-099-950-999-81-31020	Professional Services - Legal	$67,472

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

Filing # 141210894 E-Filed 01/03/2022 11:53:20 AM

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA

DISCOUNT SLEEP OF OCALA, LLC d/b/a MATTRESS WAREHOUSE, individually, and as a Representative of a Class of all similarly situated others, and DALE W. BIRCH, individually and as a Representative of a Class of all similarly situated others,

Case No.: 2014 CA 000426

Plaintiffs,

v.

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

Defendant.

_____/

JUDGMENT FOR TAXABLE COSTS

This matter came before the Court on January 3, 2022, on Plaintiffs' Motion to Tax Costs against Defendant. Based upon the pleadings, records, and documents filed by counsel, and the stipulation of counsel, the Court finds that the Motion should be **GRANTED**.

1. The Court finds that the taxable legal costs and charges incurred by Plaintiffs are $67,353.89. Plaintiffs' costs were advanced by Class Counsel, Bowen|Schroth.

2. The Court finds that, in accordance with Section 57.041(1), Florida Statutes, Plaintiffs, the prevailing party, shall recover from Defendant, the nonprevailing party, all the prevailing party's taxable legal costs and charges.

IT IS THEREFORE ORDERED that,

1. Plaintiffs' Motion to Tax Costs Against Defendant is hereby **GRANTED**.

2. Taxable costs incurred in this action, in the amount of $67,353.89 as set forth in Exhibit "A", attached to Plaintiffs' Motion to Tax Costs Against Defendant, plus interest at the legal rate of 4.25% from the date this judgment is signed adjusted annually on January 1 of each year in accordance with the interest rate in effect on that date as set by the Chief Financial Officer, are hereby taxed against Defendant, the City of Ocala, for which let execution issue.

3. The judgment debtor shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the

Electronically Filed Marion Case # 14CA000426AX 01/03/2022 11:53:20 AM

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
CFN# 2022002282 BK 7666 Pgs 1191-1192 01/05/2022 02:41:09 PM
REC FEE INDEX

judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this final judgment, unless the final judgment is satisfied, or post-judgment discovery is stayed.

4. Jurisdiction of this case is retained to enter other judgments taxing costs against Defendant for additional taxable costs Plaintiffs incur in this case, to enter further orders that are proper to compel the judgment debtor to complete form 1.977, including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, and for any other necessary actions related to this case.

5. The address of judgment debtor, the City of Ocala, is 110 SE Watula Avenue, Ocala, FL 34471.

6. The address of judgment creditors, Bowen|Schroth, is 600 Jennings Avenue, Eustis, FL 32726.

DONE AND ORDERED in Ocala, Marion County, Florida, this 3rd day of January, 2022.

Robert W. Hodges

Honorable Robert W. Hodges
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing will be provided through the E-Portal this 3rd day January, 2022.

Carolyn A. Matthews

Carolyn A. Matthews
Judicial Assistant

UNOFFICIAL DOCUMENT

BOWEN | SCHROTH

Attorneys

Morton D. Aulls (Of Counsel)
Lennon E. Bowen III *
Zachary T. Broome †
H. John Feldman ‡ (Of Counsel)
Richard Hennings (Of Counsel)
Sasha O. Garcia
Todd J. Mazenko
James A. Myers
Del G. Potter * (Of Counsel)
Kevin B. Rossi
Derek A. Schroth ^

* Florida Supreme Court Certified Circuit Civil Mediator
† Also Admitted to Practice in Alabama
‡ Board Certified in Wills, Trusts and Estates
^ Board Certified in City, County and Local Government Law and Business Litigation

Incoming Wire Instructions

(FNBMD Operating Account - domestic wires only)

Bank Information:	First National Bank of Mount Dora 714 N. Donnelly St. Mount Dora, FL 32757 352-383-2111 ABA # 063104312
Account Information:	Bowen & Schroth, P.A. Operating Acct 600 Jennings Avenue Eustis, FL 32726 352-589-1414 Account # 0151253
Reference/FBO	Please reference client name, and/or Client number.

File #: 2022-0242, **Version:** 1

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier
Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):
Approve the purchase of two Vaughan turbo mixers from FJ Nugent & Associates, Inc. for $66,412

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

In June of 2019, the Water Resources Department requested procurement approval to purchase a Vaughan turbo mixer, replacing two submersible mixers at Water Reclamation Facility #3 Waste Activated Tanks. Due to the efficiency in operation of this unit, staff requested approval to purchase a second unit in March of 2020, for a second tank to replace two additional submersible mixers that were not functional. Currently, there are two tanks remaining with a total of four submersible mixers that are not functional. Staff is seeking approval to procure two additional turbo mixers to replace the nonfunctional mixers.

FINDINGS AND CONCLUSIONS:

This is a standardization purchase and FJ Nugent & Associates, Inc. is the sole source distributor for the Vaughan Turbo Mixer (Contract# WRS/220067). The amount of this purchase is $66,412, and the new units have no cost increases.

This purchase includes the following:

1. Two (2) Vaughan Turbo Mixer units, 15 feet long
   - 17-inch diameter propeller, cast alloy steel, heat-treated to 60 Rockwell C hardness
   - Upper cutter, bearings, mechanical seal, automatic oil level monitor
   - Belt drive (adjustable motor mount)
   - 15 HP, 1750 RPM 230/460/3/60, foot mounted TEFC electric motor
2. Two (2) Turntable Mounting Plates

Staff recommends approval.

FISCAL IMPACT:
Funding for this purchase is available in the FY2022 budget account #308-030-362-535-53-46010.

PROCUREMENT REVIEW:
The purchase was reviewed and approved in compliance with City policy.

LEGAL REVIEW:
N/A. Direct supply purchase.

ALTERNATIVE:

- Deny
- Table
- Direct Otherwise

SUPPORT MATERIALS

From: City of Ocala - Contracting Officer
To: Luis Acosta; Tiffany Kimball; Corrin M. Fitsemons
Subject: Your policy exception has been approved.
Date: Wednesday, January 19, 2022 12:51:17 PM

Your policy exception has been approved.

Approval Comments: Dear Luis, This purchase request is approved to use Vaughan Turbo Mixers. I confirmed that FJ Nugent is the only Florida-based authorized dealer. Also, you have had excellent results with these replacements. As an added benefit, these pumps are made in the USA.

Procurement/Contract/P-Card Exception

Select exception type:	Procurement
Reason for procurement exception:	Standardization
Enter a brief description of your exception request:	Back in June of 2019 we requested approval from procurement purchase a Vaughan Turbo Mixer to replace (2) submersible mixers at our Water Reclamation Facility #3 Waste Activated Tanks. Do to the efficiency in operation of this unit, we requested approval to purchase a second unit back on March of 2020 for a second tank, replacing 2 more submersible mixers not functionable. We have two more tanks remaining with a total of (4) submersible mixers that are currently not functionable, and will like to procure 2 more Turbo Mixer to complete installation on all 4 tanks. Attached you will find a quote reflecting the cost per unit at this time. Please

	advise if we can move forward with the purchase of this units.
Attach all documents related to the exception that can assist the Contracting Officer's decision.	Ocala WRF 3 - Vaughan Turbo Mixer Proposal 1-12-2022.pdf
Department	Water Resources
Name	Luis Acosta
Email	lacosta@ocalafl.org
Phone number	(352) 572-0421
Who authorized requesting this exception?	Luis Acosta

FJ NUGENT & ASSOCIATES, INC.

Please reply to this office:
☑Central Florida Office
411 Wylly Avenue
Sanford, FL 32773
Phone: 407-936-1139
Fax: 407-936-1640

PROPOSAL

To: Luis Acosta
City of Ocala

Date: January 27, 2022

Project: WRF #3 sludge tank mixing
Vaughan Turbo Mixer

Dear Luis:

We are pleased to offer the following equipment for the above referenced project:

Qty 2 – Vaughan TURBO Mixer unit 15 feet long

- 17 inch diameter propeller, cast alloy steel, heat-treated to 60 Rockwell C hardness
- Upper cutter, bearings, mechanical seal, automatic oil level monitor
- Belt drive (adjustable motor mount)
- 15 HP, 1750 RPM 230/460/3/60, foot mounted TEFC electric motor.

Qty 2 – Turntable Mounting Plate

PRICE: $66,412.00

Note: Price does **not** include any installation, or any item not specifically listed in this proposal.
Terms: Net 30 days, Proposal is valid for 30 days.
Freight: Freight allowed to jobsite.
Delivery: Approximately 10-12 weeks after receipt of purchase order

Thank you for the opportunity to quote on this project. Please contact us with any questions.

Sincerely,

Howard Tuttle

VAUGHAN CO., INC. PRODUCT WARRANTY

Vaughan Company, Inc. (Vaughan Co.) warrants to the original purchaser/end user (Purchaser) all pumps and pump parts manufactured by Vaughan Co. to be free from defects in workmanship or material for a period of one (1) year from date of startup or eighteen (18) months from the date of shipment from Vaughan Co., whichever occurs sooner. Startup data must be submitted to Vaughan Co. within 30 days of startup. If Purchaser fails to submit startup data within 30 days of startup, then Vaughan, in its sole discretion, may elect to void this warranty at any time. Purchaser must contact Vaughan Co. prior to commencing any repair attempts, or. removing pump or parts from service. If Purchaser fails to contact Vaughan Co. prior to commencing any repair attempts or removing pumps or parts from service, then Vaughan, in its sole discretion, may elect to void this warranty at any time.

If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, as directed by Vaughan Co., transportation charges prepaid, and if the pump or pump parts are found to be defective in workmanship or material, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of pump or part removal and/or re-installation.

All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives.

Vaughan Co. shall not be liable for consequential damages of any kind, including, but not limited to, claims for property damage, personal injury, attorneys' fees, lost profits, loss of use, liability of Purchaser to customers, loss of goodwill, interest on money withheld by customers, damages related to third party claims, travel expenses, rented equipment, third party contractor's fees, or unauthorized repair service or parts. The Purchaser, by acceptance of delivery, assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the Purchaser, its employees or others.

Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the Purchaser. It is Purchaser's responsibility to consult the applicable product documentation for specific warranty information. Specific product documentation is available upon request.
Any warranty shall be void if the total contract amount is not paid in full.

Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co.

Warranty eligibility determination is at Vaughan Co.'s sole discretion.

Warranty Limitations:
This warranty shall not apply to any pump or pump part which has been subjected to or been damaged by any of the following non-exclusive list of causes:

- Misuse
- Abuse
- Accident
- Negligence
- Operated in the dashed portion of the published pump curves
- Used in a manner contrary to Vaughan's printed instructions
- Defective power supply
- Improper electrical protection
- Faulty installation, maintenance, or repair
- Wear caused by pumping abrasive or corrosive fluids or by cavitation
- Dissatisfaction due to buyer's remorse
- Damages incurred during transportation
- Damages incurred during installation or maintenance

THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

File #: 2022-0238, **Version:** 1

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):
Approve the first renewal option with Univar Solutions USA, Inc. to supply hydrofluosilicic acid to Water Treatment Plant No. 1 in the amount of $45,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Hydrofluosilicic acid (H_2SiF_6) is utilized by Water Treatment Plant No. 1 (WTP#1) to further aid the City of Ocala's water customers with their dental health through the addition of fluoride in the daily treatment process. The Florida Department of Health (DOH) recommends our system have a feed rate of fluoride for monthly residual value between 0.65 and 0.80 mg/l.

On 03/17/2020, City Council approved a two-year contract with two additional, one-year renewal options with Univar Solutions USA, Inc. (Univar) to provide H_2SiF_6 for the potable water treatment system.

FINDINGS AND CONCLUSIONS:
- This is a first renewal option for Univar and will cover the period of March 1, 2022 through February 28, 2023.
- Univar has increased the product rate from $2.42 per gallon to $2.70 per gallon based on changes in freight charges since the original bid.
- Univar thus far has delivered great customer service along with a product that works well with our treatment standards.
- Staff recommends approval.

FISCAL IMPACT:
Funds are budgeted in account #455-030-301-533-53-52010 for this expenditure. $25,000 is budgeted in FY2022. The remaining $20,000 will be included in the FY2023 budget.

PROCUREMENT REVIEW:
Pricing was benchmarked and is reasonable based on recent transportation cost increases.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Deny
- Table
- Direct Otherwise

FIRST AMENDMENT TO AGREEMENT FOR HYDROFLUOSILICIC ACID SUPPLY AND DELIVERY – WATER TREATMENT PLANT #1

THIS FIRST AMENDMENT TO AGREEMENT FOR HYDROFLUOSILICIC ACID SUPPLY AND DELIVERY – WATER TREATMENT PLANT #1 ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **UNIVAR SOLUTIONS USA, INC.,** a for-profit corporation duly organized in the state of Washington and authorized to do business in the state of Florida (EIN# 91-1347935) ("Vendor").

WHEREAS, on March 18, 2020, City and Vendor entered into an Agreement for Hydrofluosilicic Acid Supply and Delivery – Water Treatment Plant #1 (the "Original Agreement") for a term of two years, March 1, 2020 to February 28, 2022; and

WHEREAS, City and Vendor desire to extend the Original Agreement, as written, for the first of two (2) one-year renewal periods available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional one-year term beginning **MARCH 1, 2022** and terminating **FEBRUARY 28, 2023**.
4. **AMENDMENT TO PARAGRAPH 4(A) - UNIT PRICING.** The Unit Pricing set forth in Paragraph 4(A) of the Original Agreement is hereby replaced in its entirety with the following:

Description	Estimate/Assumption
Price per Gallon	$2.70
Estimated Annual Usage	15,000 gallons/year
Estimated Annual Deliveries	6 deliveries/year
Minimum Delivery Amount	2,000 gallons/delivery
Estimated Delivery Amount	2,500-2,700 gallons/delivery

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

If to Vendor:	Univar Solutions USA, Inc. Attn: Muni Team 6049 Old Highway 41 Tampa, Florida 33980 PH: 253-872-5000 FAX: 253-872-5041 E-mail: muniteam-west@univarsolutions.com
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 E-mail: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gooding & Batsel, PLLC 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-579-6536 E-mail: rbatsel@lawyersocala.com

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

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

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

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

ATTEST:	**CITY OF OCALA**
_____	_____
Angel B. Jacobs	Ire Bethea, Sr.
City Clerk	City Council President
Approved as to form and legality:	**UNIVAR SOLUTIONS USA, INC.**
_____	_____
Robert W. Batsel, Jr.	
City Attorney	By: _____
	(Printed Name)
	Title: _____
	(Vice President or higher)

Univar Solutions USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarsolutions.com

December 13, 2021

Account #919336
City of Ocala, FL
1808 NE 36th Ave
Ocala, FL 34470
RE: Request for Contract Extension – As Needed Hydrofluorosilicic Acid

To Ryan Tassa:

Univar Solutions USA Inc. is pleased to have the option to extend the agreement and can do so at the following prices:

CHEMICAL	PRODUCT #		BID PRICE	UNIT	MIN. ORDER REQUIREMENT? Y/N	PLEASE NOTE
Hydrofluorosilicic Acid	16141271		**$2.70**	**Per Gallon**	See Original Bid/Offer	See Original Bid/Offer

Univar will hold this pricing firm for the renewal term to end two years from the original bid award.

Increases have been calculated based on changes in the freight since the original bid.

All other information presented with/within the original bid/offer, including the agreed upon terms, conditions etc. remain the same.

Thank you for the opportunity to extend the current contract and to continue to supply Lafayette Consolidated Government – We very much appreciate it.

Sincerely,

Jose Gonzalez
Application Development Specialist
Univar Solutions USA Inc.
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

AGREEMENT FOR HYDROFLUOSILICIC ACID SUPPLY AND DELIVERY – WATER TREATMENT PLANT #1

THIS AGREEMENT FOR HYDROFLUOSILICIC ACID SUPPLY AND DELIVERY – WATER TREATMENT PLANT #1 ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **UNIVAR SOLUTIONS USA, INC.**, a foreign for-profit corporation duly organized in the state of Washington and authorized to do business in the State of Florida (EIN: 91-1347935) ("Vendor").

RECITALS:

WHEREAS, on January 9, 2020, the City of Ocala issued an Invitation to Bid for the provision hydrofluosilicic acid (H_2SiF_6) for the potable water treatment systems at the City of Ocala's Water Treatment Plant #1, located at 1808 NE 36th Avenue, Ocala, Florida 34470, ITB No.: WSD/200001 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of the firms' price and other evaluation factors set forth in the Solicitation, Univar Solutions USA, Inc. was selected to provide hydrofluosilicic acid for the potable water treatment systems located at City of Ocala's Water Treatment Plant #1 (the "Project"); and

WHEREAS, Vendor certifies that it has manufactured hydrofluosilicic acid for potable water applications for a minimum of three (3) years and has competent and trained personnel familiar with the conventional lime softening treatment process; and

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

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. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Vendor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specification 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-3)

Exhibit B: Safety Data Sheets (B-1 through B-19)

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.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Work may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **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 and the unit pricing set forth below.

A. **Unit Pricing**. The Contract Sum shall be effective throughout the Contract Term and is based upon the following estimates and assumptions:

Description	Estimate/Assumption
Price per gallon	$2.42/gallon
Estimated Annual Usage	15,000 gallons/year
Estimated Annual Deliveries	6 deliveries/year
Minimum Delivery Amount	2000 gallons/delivery
Estimated Delivery Amount	2500-2700 gallons/delivery

B. **Order Placement**. City shall call in orders for the product and services no less than ten (10) days in advance of the required delivery date. Each order shall include the number of gallons desired. The product shall be delivered in increments of not less than 2000 gallons per delivery in accordance with to the requirements set forth in **Exhibit A – Scope of Work**.

C. **Shipment Testing and Product Rejection**. City shall retain the right to perform standard testing on each shipment of the product upon delivery and to reject any shipment which contains product that fails to meet the minimum performance criteria set forth in the

Contract Documents. Should any shipment of the product be found to be below the quantity, quality, or performance standards set forth in the Contract Documents, Vendor shall remove the rejected product at its sole expense and provide satisfactory replacement product to the City within three (3) days of the date of rejection. If Vendor cannot provide replacement product to the City within the required timeframe, Vendor shall credit the City in full for the delivery price of the rejected material.

D. **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 ("Project Manager") at: **City of Ocala Water Resources Department**, Attn: **Robyn Preston**, **1805 NE 30th Avenue, Bldg. 600, Ocala, Florida 34470**, E-mail: **rpreston@ocalafl.org.**

E. **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.

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

G. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate 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. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **MARCH 1, 2020** and continue for a term of **TWO (2)** years, through and including **FEBRUARY 28, 2022**. This Agreement may be renewed for up to **TWO (2)** additional, **ONE-YEAR** (1-year) periods by written consent between City and Vendor.

4. **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. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

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

   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its 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 Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

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

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

      (2) Vendor provides product that does not meet the specifications of the Agreement, including but not limited to:

         a. product furnished by Vendor which does not perform to the specifications set forth in the attached Exhibit A – Scope of Work;

         b. product furnished by Vendor is found to be substantially different in formula or solution make up from that which was previously supplied by Vendor and found to be acceptable by City;

         c. product furnished by Vendor is found to contain impurities which damage City of Ocala Water and Wastewater facilities;

      (3) Product furnished by Vendor is otherwise found to be unsatisfactory and is not replaced within three days of the date of notification of said unsatisfactory condition;

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

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

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

(1) In the event that Vendor default is the result of the provision of product which does not perform to the specifications set forth in the Contract Documents, City may, in its sole discretion, provide Vendor with notice of these violations within twenty-four (24) hours of discovery and Vendor shall cure said violation within three (3) days of the date of notification.

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

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

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

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination, to include the cost of any repair, maintenance, or replacement to City water and wastewater facilities; and

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

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in

connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

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

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

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

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

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

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

    D. **Public Entity Crimes.** Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

    C. Vendor shall be solely responsible for the offloading of the product from the delivery tanker to the City's existing hydroflurosilic acid storage tank.

    D. Vendor shall be responsible for neutralizing, hosing down or otherwise cleaning any product spills which may occur during delivery of materials and equipment under this Agreement as required by law.

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

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

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

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

13. **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 shall name City as an additional insured under the insurance policy.

14. **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:

    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 Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

E. **POLLUTION LIABILITY INSURANCE.** If not otherwise included in Vendor's Commercial General Liability Insurance coverage, Vendor shall procure and maintain, for a period of **THREE (3)** years after final completion of the Work under this Agreement, pollution liability insurance coverage for bodily injury and property damage claims arising from the sudden or gradual discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up); and/or (c) costs incurred for the investigation, defense, or settlement of claims. Said insurance must provide coverage for up to three (3) years after the completion of the Services.

15. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. Vendor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

16. **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.

17. **TRAFFIC CONTROL AND BARRICADES.** The Vendor shall mitigate impact on local traffic conditions to all extents possible. The Vendor is responsible for establishing and maintaining appropriate traffic control and barricades. The Vendor shall provide sufficient signing, flagging

and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

A. In addition to the requirements set forth in bid, the Vendor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

B. Should Vendor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Vendor.

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

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

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

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

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

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

21. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

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

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

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

25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all 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.

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

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

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

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

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

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

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

29. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

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

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

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

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

34. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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

If to Vendor:	Univar Solutions USA, Inc. Attn: Muni Team 6049 Old Highway 41 Tampa, Florida 33980 Phone: (253) 872-5000 Fax: (253) 872-5041 E-mail: muniteam-west@univarsolutions.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:	Patrick G. Gilligan, Esquire Gilligan, Gooding, Franjola & Batsel, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 E-mail: pgilligan@ocalalaw.com

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

37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

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

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

be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

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

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

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

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

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

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

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

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

48. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for 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 18 day of March, 2020.

ATTEST:

Roseann J. Fusco

~~Angel B. Jacobs~~
~~City Clerk~~

Roseann J. Fusco
Deputy City Clerk

CITY OF OCALA

Jay A. Musleh
City Council President

Approved as to form and legality:

Robert W. Batsel, Jr.
Assistant City Attorney

UNIVAR SOLUTIONS USA, INC.

By: Shawnasey McCarthy
(Printed Name)

Title: Municipal Commercial Manager
(Vice President or higher)

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

ACCEPTED BY CITY COUNCIL
March 17, 2020
DATE
OFFICE OF THE CITY CLERK

Vendor shall supply and deliver hydrofluosilicic acid for for the potable water treatment systems at the City of Ocala's Water Treatment Plant #1, located at 1808 NE 36th Avenue, Ocala, Florida 34470.

Only chemicals that meet the American Water Works Association (AWWA) standard B703-00 and which are manufactured specifically for use in a potable water treatment facility shall be used.

All deliveries shall be coordinated with City Project Manager, Robyn Preston, Telephone: 352-629-8471, E-mail: rpreston@ocalafl.org.

PRODUCT SPECIFICATIONS

General Specifications

The City will accept a 23% solution of hydrofluosilicic acid only.

Drinking Water

The hydrofluosilicic acid shall meet all state and federal requirements for use in potable drinking water.

PROCESS DESCRIPTION

The City of Ocala's Water Treatment Plant #1 utilizes approximately 15,000 gallons of hydrofluosilicic acid annually. The City stores its hydrofluosilicic acid in a large above-ground tank with containment.

REQUIRED PRODUCT PACKAGING

The hydrofluosilicic acid must be delivered as one unit. Vendor is expressly prohibited from delivering hydrofluosilicic acid in individual totes. Any deliveries not meeting this requirement will be refused and not paid for by City.

DELIVERY

Delivery Locations and Required Delivery Response Time

Vendor shall deliver hydrofluosilicic acid to the City of Ocala Water Treatment Plant #1 (WTP1) located at 1808 NE 36th Avenue, Ocala, Florida 34470 within ten (10) calendar days after notification, except as otherwise permitted. If, for any reason, the hydrofluosilicic acid cannot be delivered within the

allotted time, the City reserves the right to purchase the needed hydrofluosilicic acid from another source.

Delivery Hours

Unless otherwise arranged by the City of Ocala Water and Wastewater Facilities personnel, delivery of hydrofluosilicic acid via truck shall be scheduled to occur at the plant between 8:00 a.m. and 3:30 p.m., Monday through Friday.

Delivery Truck and Removal of Containers

All Vendor delivery tankers must include hoses and fittings that are capable of connecting to the City's existing hydrofluosilicic acid storage tank.

Hydrofluosilicic Acid Spills

Vendor is responsible to neutralize with lime slurry, hose down, and otherwise clean any chemical spills as required by law, which may occur while delivering the hydrofluosilicic acid and shall immediately report all spills to Water Treatment Plant personnel.

TESTING OF HYDROFLUOSILICIC ACIDS

City reserves the right to test each shipment. Each shipment must perform satisfactorily as determined by standard testing before it is accepted, and must also perform to the minimum performance criteria in these specifications. If any shipment of hydrofluosilicic acid is provided below the quantity, quality and performance criteria required by these specifications, City reserves the right to reject the shipment. The rejected material shall be removed by Vendor at Vendor's expense. Vendor shall then replace the rejected material with satisfactory material or credit the City for the full delivered price of the rejected material.

TECHNICAL ASSISTANCE

As Needed Technical Assistance

Vendor will be required, at no charge to the City, to provide technical assistance for a minimum of one (1) day per month, if needed, and as requested at the times specified by the City Water/Wastewater Treatment Facilities Operator or designee. The technical assistance may require a representative to come to the City Water/Wastewater Treatment Facility if the City Water/Wastewater Treatment Facility Operator determines that the problem cannot be corrected over the phone or by e-mail.

Emergency Technical Assistance

In the case of an emergency, Vendor shall provide technical assistance with twenty-four (24) hours of notification of such need. To ensure that this requirement can be met, the City further requires Vendor to have a qualified technical representative residing in the State of Florida throughout the contract period. Vendor must provide a phone number for the technical representative as well as their location. In addition to the above times, additional technical assistance for a period of up to five (5) calendar days shall be required at the beginning of the contract period at no charge to the City.

NON-CONFORMANCE

Items may be tested/inspected for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense. These items and items not delivered as per delivery date in purchase order may result in Vendor being found in default in which event all re-procurement costs may be charged against the defaulting Vendor.

Damages

In the event of substantial damage to the City Water and Wastewater Facilities, Vendor shall reimburse the City for the cost of any repair, maintenance or replacement resulting therefrom.

PCS Sales

Hydrofluorosilicic Acid

Safety Data Sheet 217

Revision date: 04/30/2015 : Version: 1.0

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form	: Mixture
Product name	: Hydrofluorosilicic Acid
Product code	: HFSA
Formula	: H_2SiF_6 (aq)
Synonyms	: HFSA, Fluorosilicic acid

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Industrial use

1.3. Details of the supplier of the safety data sheet

PCS Sales (USA), Inc.
1101 Skokie Blvd.
Suite 400
Northbrook, IL 60062
T 800-241-6908 / 847-849-4200

Suite 500
122 1st Avenue South
Saskatoon, Saskatchewan Canada S7K7G3
T 800-667-0403 (Canada) / 800-667-3930 (USA)

SDS@PotashCorp.com - www.PotashCorp.com

1.4. Emergency telephone number

Emergency number : 800-424-9300
CHEMTREC

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

GHS-US classification

Acute Tox. 4 (Oral)	H302
Acute Tox. 4 (Inhalation:dust,mist)	H332
Skin Corr. 1A	H314
Eye Dam. 1	H318
Aquatic Acute 3	H402

2.2. Label elements

GHS-US labelling

Hazard pictograms (GHS-US) :

GHS05 GHS07

Signal word (GHS-US) : Danger

Hazard statements (GHS-US) : H302 - Harmful if swallowed
H314 - Causes severe skin burns and eye damage
H318 - Causes serious eye damage
H332 - Harmful if inhaled
H402 – Harmful to aquatic life

Precautionary statements (GHS-US) : P260 - Do not breathe fume, mist, vapours, spray
P264 - Wash hands and forearms thoroughly after handling
P270 - Do not eat, drink or smoke when using this product
P271 - Use only outdoors or in a well-ventilated area
P273 – Avoid release to the environment
P280 - Wear eye protection, face protection, protective gloves, protective clothing
P301+P330+P331 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
P303+P361+P353 - IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P310 - Immediately call a POISON CENTER or doctor
P312 - Call a POISON CENTER or doctor if you feel unwell
P363 - Wash contaminated clothing before reuse
P405 - Store locked up
P501 - Dispose of contents/container according to local, regional, national, and international regulations

2.3. Other hazards

Hazardous to the aquatic environment

No additional information available

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable

3.2. Mixture

Name	Product identifier	%	GHS-US classification
Fluorosilicic acid	(CAS No.) 16961-83-4	24	Acute Tox. 3 (Oral), H301 Acute Tox. 2 (Inhalation:dust,mist), H330 Skin Corr. 1A, H314

			Eye Dam. 1, H318 Aquatic Acute 3, H402
Water	(CAS No.) 7732-18-5	76	Not classified
Fluorides, as F		19	Not classified

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures general : If exposed or concerned: Get medical advice/attention. If you feel unwell, seek medical advice (show the label where possible).

First-aid measures after inhalation : Using proper respiratory protection, immediately move the exposed person to fresh air. Keep at rest and in a position comfortable for breathing. Give oxygen or artificial respiration if necessary. Seek immediate medical advice. Symptoms may be delayed.

First-aid measures after skin contact : Remove/Take off immediately all contaminated clothing. Rinse immediately with plenty of water (for at least 15 minutes). Seek medical attention immediately if exposure is severe. Obtain medical attention if irritation develops or persists. Wash contaminated clothing before reuse.

First-aid measures after eye contact : Immediately rinse with water for a prolonged period (at least 15 minutes) while holding the eyelids wide open. Seek medical attention immediately if exposure is severe. Obtain medical attention if irritation develops or persists.

First-aid measures after ingestion : If swallowed, do not induce vomiting. Seek medical advice immediately and show this container or label.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries : Corrosive. Causes burns. Harmful if swallowed. Harmful if inhaled.

Symptoms/injuries after inhalation : Causes severe respiratory irritation if inhaled. Symptoms may include: Burning of nose and throat, constriction of airway, difficulty breathing, shortness of breath, bronchial spasms, chest pain, and pink frothy sputum. Contact may cause immediate severe irritation progressing quickly to chemical burns. May cause pulmonary edema. Symptoms may be delayed.

Symptoms/injuries after skin contact : Contact may cause immediate severe irritation progressing quickly to chemical burns.

Symptoms/injuries after eye contact : Contact may cause immediate severe irritation progressing quickly to chemical burns. Can cause blindness.

Symptoms/injuries after ingestion : May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract. Swallowing a small quantity of this material will result in serious health hazard.

Chronic symptoms : Repeated or prolonged inhalation may damage lungs. Prolonged and repeated contact will eventually cause permanent tissue damage. Repeated and prolonged exposure to flourine containing compounds may cause flourosis, a condition characterized by changes in bone density and strength, accompanied by stiffness and pain in joints.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

Hydrofluorosilicic Acid

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SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media : Use extinguishing media appropriate for surrounding fire.

Unsuitable extinguishing media : Do not get water inside containers. Do not apply water stream directly at source of leak. Do not use a heavy water stream. A direct water stream will cause violent splattering and generation of heat.

5.2. Special hazards arising from the substance or mixture

Fire hazard : Not flammable. Under conditions of fire this material may produce: Silicon oxides. Hydrogen fluoride. Tetrafluorosilane. Decomposes above 108 °C (227 °F)

Explosion hazard : Product is not explosive.

5.3. Advice for firefighters

Firefighting instructions : Keep upwind. Use water spray or fog for cooling exposed containers.

Protection during firefighting : Firefighters must use full bunker gear including NIOSH-approved positive-pressure self-contained breathing apparatus to protect against potential hazardous combustion and decomposition products.

Other information : Do not allow run-off from fire fighting to enter drains or water courses.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Protective equipment : Use recommended respiratory protection. Wear suitable protective clothing, gloves and eye/face protection.

Emergency procedures : Stop leak if safe to do so. Eliminate ignition sources. Evacuate unnecessary personnel. Ventilate area. Keep upwind.

6.1.2. For emergency responders

Protective equipment : Use recommended respiratory protection. Wear suitable protective clothing, gloves and eye/face protection.

Emergency procedures : Stop leak if safe to do so. Eliminate ignition sources. Evacuate unnecessary personnel. Ventilate area.

6.2. Environmental precautions

If spill could potentially enter any waterway, including intermittent dry creeks, contact the U.S. COAST GUARD NATIONAL RESPONSE CENTER at 800-424-8802. In case of accident or road spill notify CHEMTREC at 800-424-9300. In other countries call CHEMTREC at (International code) +1-703-527-3887.

6.3. Methods and material for containment and cleaning up

For containment : Contain any spills with dikes or inert absorbents to prevent migration and entry into sewers or streams. Do not allow into drains or water courses or dispose of where ground or surface waters may be affected.

Methods for cleaning up	: Ventilate area. Small quantities of liquid spill: take up in non-combustible inert absorbent material and shovel into container for disposal. Collect absorbed material and place into a sealed, labelled container to be disposed at an appropriate disposal facility according to current applicable laws and regulations and product characteristics at the time of disposal. Liquid spill: neutralize with powdered limestone or sodium bicarbonate. Practice good housekeeping – spillage can be slippery on smooth surface either wet or dry.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling	: Avoid all eyes and skin contact and do not breathe vapour and mist. Wear recommended personal protective equipment. Ensure there is adequate ventilation. Keep away from heat and open flame. Employ good maintenance practices to prevent leaks. Use good process control measures to prevent releases.
Hygiene measures	: Handle in accordance with good industrial hygiene and safety procedures. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Wash contaminated clothing before reuse.

7.2. Conditions for safe storage, including any incompatibilities

Incompatible materials	: Reacts with many metals to produce flammable and explosive hydrogen gas.
Prohibitions on mixed storage	: Keep away from strong acids and bases, chlorites, organic peroxides, combustible materials, and metals.
Storage area	: Store in dry, cool area. Store in a well-ventilated place away from heat and sources of ignition. Large tanks should be bermed and electrically grounded. Keep away from combustible materials. Avoid using glass, metal, or stoneware containers.

7.3. Specific end use(s)

Industrial use.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Fluorides		
USA ACGIH	TWA	2.5 mg/ m^3
USA OSHA	TWA	2.5 mg/ m^3
USA NIOSH	TWA	2.5 mg/ m^3

8.2. Exposure controls

Appropriate engineering controls : Ensure adequate ventilation, especially in confined areas.

Personal protective equipment	: Protective goggles. Face shield. Gas mask at concentration in the air > > TLV. Protective clothing.

Hand protection	: Impermeable protective gloves, such as: nitrile, neoprene, or PVC. Wear gauntlet gloves. Check glove manufacturer's permeation / degradation information.
Eye protection	: Chemical safety goggles. Face shield. Do not wear contact lenses.
Skin and body protection	: Wear suitable protective clothing. Chemical resistant suit. Rubber apron, boots.
Respiratory protection	: Use a NIOSH-approved respirator or self-contained breathing apparatus whenever exposure may exceed established Occupational Exposure Limits. Use respirator approved for acid fumes and mist.
Environmental exposure controls	: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Colour	: Water white to straw yellow.
Odour	: Pungent
Odour threshold	: No data available
pH	: 1.5 - 2
pH solution	: 10 %
Molecular mass	: 144 g/mol (Hydrofluorosilicic acid)
Relative evaporation rate (butylacetate=1)	: No data available
Melting point	: -18 - -20 °C (-1 - -4 °F)
Freezing point	: No data available
Boiling point	: 136 - 163 °C (277 - 326 °F)
Flash point	: No data available
Self ignition temperature	: No data available
Decomposition temperature	: 108 °C (227 °F)
Flammability (solid, gas)	: No data available
Vapour pressure	: 24 mm Hg at 25 °C (77 °F)
Relative vapour density at 20 °C	: No data available
Relative density	: 1.2 at 24 °C (75 °F)
Density	: 10.3 lb/gal
Solubility	: Water: Miscible
Log Pow	: No data available

Log Kow	: No data available
Viscosity	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available
Explosive limits	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

May react violently with water.

10.2. Chemical stability

Stable at standard temperature and pressure.

10.3. Possibility of hazardous reactions

Hazardous polymerization will not occur.

10.4. Conditions to avoid

Temperatures above 108 °C (227 °F).

10.5. Incompatible materials

Keep away from strong acids and bases, chlorites, organic peroxides, combustible materials, and metals. Attacks glass and stoneware.

10.6. Hazardous decomposition products

Thermal decomposition generates : Silicon oxides. Hydrogen fluoride. Tetrafluorosilane.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Harmful if swallowed. Harmful if inhaled.

Fluorosilicic acid (16961-83-4)	
LD50 oral rat	125 mg/kg
LC50 inhalation rat (mg/l)	0.28 mg/l (reported as 1.11 mg/l/1h)

Skin corrosion/irritation : Causes severe skin burns and eye damage.
pH: 1.5 - 2

Serious eye damage/irritation : Causes serious eye damage.
pH: 1.5 - 2

Respiratory or skin sensitisation : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Fluorosilicic acid (16961-83-4)	
IARC group	3

Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure)	: Not classified
Specific target organ toxicity (repeated exposure)	: Not classified
Aspiration hazard	: Not classified

SECTION 12: Ecological information

12.1. Toxicity

Ecotoxicity	**EPA Ecological Toxicity rating :**	No data available.
	Acute Toxicity to Fish:	No data available.
	Chronic Toxicity to Fish:	No data available.
	Acute Toxicity to Aquatic Invertebrates:	(Frog) Subcutaneous: LD_{LO} = 140 mg/kg.
	Chronic Toxicity to Aquatic Invertebrates:	No data available.
	Acute Toxicity to Aquatic Plants:	No data available.
	Toxicity to Soil Dwelling Organisms:	No data available.
	Toxicity to Terrestrial Plants:	No data available.
Environmental Fate:	**Stability in Water:**	Product is NSF certified to ANSI Standard 60 for the fluoridation of municipal water supplies.
	Stability in Soil:	No data available.
	Transport and Distribution:	No data available.
Toxicity:	No data available	
Degradation Products:	**Biodegradation:**	No data available.
	Photodegradation:	No data available.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Sewage disposal recommendations	: This material is hazardous to the aquatic environment. Keep out of sewers and waterways.
Waste disposal recommendations	: Place in an appropriate containerdispose of contaminated material at a licensed site.
Additional information	: Dispose of waste material in accordance with all local, regional, national, and international regulations.

SECTION 14: Transport information

In accordance with DOT / TDG / ADR / RID / ADNR / IMDG / ICAO / IATA

14.1. UN number

UN-No.(DOT)	: 1778
DOT NA no.	UN1778

14.2. UN proper shipping name

DOT Proper Shipping Name	: Fluorosilicic acid
Department of Transportation (DOT) Hazard Classes	: 8 - Class 8 - Corrosive material 49 CFR 173.136

Hydrofluorosilicic Acid

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Hazard labels (DOT)	: 8 - Corrosive substances

Packing group (DOT)	: II - Medium Danger
DOT Special Provisions (49 CFR 172.102)	: A6 - For combination packagings, if plastic inner packagings are used, they must be packed in tightly closed metal receptacles before packing in outer packagings. A7 - Steel packagings must be corrosion-resistant or have protection against corrosion. B2 - MC 300, MC 301, MC 302, MC 303, MC 305, and MC 306 and DOT 406 cargo tanks are not authorized. B15 - Packagings must be protected with non-metallic linings impervious to the lading or have a suitable corrosion allowance. IB2 - Authorized IBCs: Metal (31A, 31B and 31N); Rigid plastics (31H1 and 31H2); Composite (31HZ1). Additional Requirement: Only liquids with a vapor pressure less than or equal to 110 kPa at 50 C (1.1 bar at 122 F), or 130 kPa at 55 C (1.3 bar at 131 F) are authorized. N3 - Glass inner packagings are permitted in combination or composite packagings only if the hazardous material is free from hydrofluoric acid. N34 - Aluminum construction materials are not authorized for any part of a packaging which is normally in contact with the hazardous material. T8 - 4 178.274(d)(2) Normal..... Prohibited TP2 - a. The maximum degree of filling must not exceed the degree of filling determined by the following: (image) Where: tr is the maximum mean bulk temperature during transport, tf is the temperature in degrees celsius of the liquid during filling, and is the mean coefficient of cubical expansion of the liquid between the mean temperature of the liquid during filling (tf) and the maximum mean bulk temperature during transportation (tr) both in degrees celsius. b. For liquids transported under ambient conditions may be calculated using the formula: (image) Where: d15 and d50 are the densities (in units of mass per unit volume) of the liquid at 15 C (59 F) and 50 C (122 F), respectively. TP12 - This material is considered highly corrosive to steel.
DOT Packaging Exceptions (49 CFR 173.xxx)	: None
DOT Packaging Non Bulk (49 CFR 173.xxx)	: 202
DOT Packaging Bulk (49 CFR 173.xxx)	: 242

14.3. Additional information

Emergency Response Guide (ERG) Number	: 154
Other information	: No supplementary information available.

Overland transport

No additional information available

Transport by sea

DOT Vessel Stowage Location : A - The material may be stowed "on deck" or "under deck" on a cargo vessel and on a passenger vessel.

Air transport

DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : 1 L

DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75) : 30 L

IATA ERG Number : 8L

SECTION 15: Regulatory information

15.1. US Federal regulations

Hydrofluorosilicic Acid	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard

Fluorosilicic acid (16961-83-4)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. US State regulations

The following states have an OSH program approved by OSHA. If you are located in any of these states you may be under state jurisdiction rather than federal jurisdiction and your state may have more stringent requirements than OSHA. You should consult your state regulations to ensure compliance.

Alaska	Indiana	Minnesota	North Carolina	Utah
Arizona	Iowa	Nevada	Oregon	Vermont
California	Kentucky	New Mexico	Puerto Rico	*Virgin Islands
*Connecticut	Maryland	*New Jersey	South Carolina	Virginia
Hawaii	Michigan	*New York	Tennessee	Washington
*Illinois				Wyoming

*The state plans in these states apply only to public sector employers. In these states private sector employers are subject to USOL – OSHA jurisdiction. All other state plans apply to both public and private sector employers.

Fluorosilicic acid (16961-83-4)
U.S. - Massachusetts - Oil & Hazardous Material List - Groundwater Reportable Conc. - Reporting Category 1
U.S. - Massachusetts - Oil & Hazardous Material List - Groundwater Reportable Conc. - Reporting Category 2
U.S. - Massachusetts - Oil & Hazardous Material List - Reportable Quantity
U.S. - Massachusetts - Oil & Hazardous Material List - Soil Reportable Concentration - Reporting Category 1
U.S. - Massachusetts - Oil & Hazardous Material List - Soil Reportable Concentration - Reporting Category 2
U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - New Jersey - Special Health Hazards Substances List
U.S. - Texas - Effects Screening Levels - Long Term

U.S. - Texas - Effects Screening Levels - Short Term

15.3. Canadian regulations

Hydrofluorosilicic Acid	
WHMIS Classification	Class D Division 1 Subdivision A - Very toxic material causing immediate and serious toxic effects Class E - Corrosive Material

Fluorosilicic acid (16961-83-4)
Listed on the Canadian DSL (Domestic Sustances List) inventory. Listed on the Canadian Ingredient Disclosure List – Disclosure at 1%.

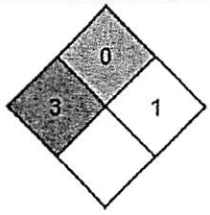
This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

SECTION 16: Other information

NFPA health hazard : 3 - Short exposure could cause serious temporary or residual injury even though prompt medical attention was given.

NFPA fire hazard : 0 - Materials that will not burn.

NFPA reactivity : 1 - Normally stable, but can become unstable at elevated temperatures and pressures or may react with water with some release of energy, but not violently.



Full text of H-phrases:

Acute Tox. 2 (Inhalation:dust,mist)	Acute toxicity (inhalation:dust,mist) Category 2
Acute Tox. 3 (Oral)	Acute toxicity (oral) Category 3
Acute Tox. 4 (Inhalation:dust,mist)	Acute toxicity (inhalation:dust,mist) Category 4
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Skin Corr. 1A	skin corrosion/irritation Category 1A
H301	Toxic if swallowed
H302	Harmful if swallowed
H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage
H330	Fatal if inhaled
H332	Harmful if inhaled

Previous PotashCorp MSDS Number : MSDS 52 – Hydrofluorosilicic Acid

SDS US (GHS HazCom 2012)

Hydrofluorosilicic Acid

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SAFETY DATA SHEET

SDS No: 068-GHS

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

Product Identifier
Product Name: Fluorosilicic Acid

Synonyms: Hydrofluorosilicic Acid, Hexafluorosilicic Acid, Hydrosilicofluoric Acid

Relevant Identified Uses of the Substance or Mixture and Uses Advised Against:
Product Use: Various commercial and industrial uses

Manufacturer:
SIBELCO NORTH AMERICA, INC.
7638 South 226 Hwy
Spruce Pine, NC 28777 USA

Emergency Telephone Number
(828) 765-4283
Telephone Number for Information
(828) 765-4283

SDS Date of Preparation/Revision: May 2018

SECTION 2: HAZARDS IDENTIFICATION

GHS/ Hazcom 2012/WHMIS 2015 Classification:

Physical:	Health:	Environmental
Not Hazardous	Acute Toxicity Category 3 (Dermal) Acute Toxicity Category 4 (Oral, Inhalation) Skin Corrosion Category 1	Not Hazardous

GHS/Hazcom 2012/WHMIS 2015 Label:

DANGER!
Statements of Hazard

Harmful if swallowed.
Toxic in contact with skin.
Harmful if inhaled
Causes severe skin burns and eye damage.
Response:
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with soap and water.
Wash contaminated clothing before reuse.
Immediately call a POISON CENTER or doctor.
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing.
Immediately call a POISON CENTER or doctor.
IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
Immediately call a POISON CENTER or doctor.
IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
Immediately call a POISON CENTER or doctor.
Storage:
Store locked up.
Disposal:
Dispose of contents/containers in accordance with local regulation
Prevention:
Do not breathe mist, vapors, or spray.
Wash exposed skin thoroughly after handling.
Do not eat, drink or smoke when using this product.
Use only outdoors or in a well-ventilated area.
Wear protective gloves, protective clothing, eye protection, and face protection.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

CAS#	Component	Percentage
7732-18-5	Water	74%
16961-83-4	Fluorosilicic Acid	10-30%
7647-01-0	Hydrochloric Acid	<3%
7664-39-3	Hydrofluoric Acid	<1%

SECTION 4: FIRST AID MEASURES

Gross Inhalation: Remove victim to fresh air. If breathing has stopped, perform artificial respiration. If breathing is difficult have qualified personnel administer oxygen. Get immediate medical attention. Lung effects may be delayed – medical observation is recommended.

Skin Contact: Immediately remove all contaminated clothing and shoes. Flush skin thoroughly with water for at least 15 minutes. Launder clothing before reuse. Discard contaminated items, such as shoes, that cannot be decontaminated. Get immediate medical attention. Skin effects may be delayed.

Eye Contact: Flush the eyes immediately with large amounts of running water, lifting the upper and lower lids occasionally for at least 15 minutes. Get immediate medical attention.

Ingestion: If the victim is conscious, rinse mouth with water and give one glass of water or milk to drink. Do not induce vomiting. Do not give anything by mouth to an unconscious or convulsing person. Get immediate medical attention.

Most Important Symptoms and Effects, Both Acute and Delayed: Corrosive. May cause burns to the eyes and skin. Skin burns may not be apparent or painful for several hours. Inhalation of vapors or mists may cause severe mucous membrane and respiratory irritation with possible lung damage. May be harmful or fatal if swallowed. Effects of overexposure may be delayed. Chronic exposure may cause fluorosis with effects on the teeth and bones.

Indication of immediate medical attention and Special Treatment Needed: If any contact occurs, get immediate medical attention.

SECTION 5: FIREFIGHTING MEASURES

Suitable Extinguishing Media: This product will not burn but is compatible with all extinguishing media. Use any media that is appropriate for the surrounding fire.

Specific Hazards Arising from the Chemical:

Unusual Fire and Explosion Hazards: This product is a water solution and is not flammable. Thermal decomposition may yield flammable, corrosive and toxic gases. This product may react with metals to form flammable and explosive hydrogen gas.

Hazardous Combustion Products: Thermal decomposition yields hydrogen silica tetrafluoride and hydrogen fluoride gas.

Special Protective Equipment and Precautions for Fire-Fighters: Prevent contact with eyes, skin and clothing. Firefighters should wear self-contained breathing apparatus and full protective clothing.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures: Wear appropriate protective equipment.

Environmental Precautions: Report spills and releases as required to appropriate authorities.

Methods and Material for Containment/Cleanup: Ventilate area. Contain spill and collect with absorbent material and place in appropriate container for disposal. Flush spill area with water.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling: Avoid creating and breathing mists. Avoid breathing vapors. Prevent eye, skin and clothing contact. Wash thoroughly with soap and water after handling.

Use only with adequate ventilation. Maintain and use proper, clean protective equipment (See Section 8). Launder contaminated clothing before reuse. **WARN and TRAIN** employees in accordance with state and federal regulations.

WARN YOUR EMPLOYEES (AND YOUR CUSTOMERS AND USERS IN CASE OF RESALE) BY POSTING, AND OTHER MEANS, OF THE HAZARDS AND OSHA PRECAUTIONS AND ANY OTHER APPLICABLE REGULATORY PRECAUTIONS TO BE USED. PROVIDE TRAINING FOR YOUR EMPLOYEES ABOUT OSHA PRECAUTIONS.

Conditions for Safe Storage, Including any Incompatibilities: Store in a cool, dry, well-ventilated area. Keep away from metals. Reaction with metals will generate flammable hydrogen gas.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines:

Definitions:
MSHA means Mine Safety and Health Administration.
NIOSH means National Institute for Occupational Safety and Health.
OSHA means Occupational Safety and Health Administration.
PEL means OSHA Permissible Exposure Limit.
REL means the NIOSH Recommended Exposure Limit.
TLV means American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value.
TWA means time-weighted average.

Fluorosilicic Acid: PEL – 2.5 mg/m^3 TWA (as Fluorides)
TLV- 2.5 mg/m^3 TWA (as Fluorides)
MSHA - 2.5 mg/m^3 TWA (as Fluorides)

Hydrochloric Acid: PEL - 5 ppm Ceiling
TLV- 2 ppm Ceiling
MSHA - 5 ppm Ceiling

Hydrofluoric Acid: PEL – 3 ppm TWA
TLV- 0.5 ppm TWA, 2 ppm Ceiling skin (as F)
MSHA - 3 ppm TWA

Appropriate Engineering Controls: Use local exhaust as required to maintain exposures below applicable occupational exposure limits. See also ACGIH "Industrial Ventilation - A Manual for Recommended Practice" (current edition). Control of exposure must be accomplished as far as feasible by accepted engineering control measures (for example, enclosure or confinement of the operation, general or local exhaust ventilation and substitution of less toxic materials).

Personal Protective Equipment:
Respiratory Protection: When effective engineering controls are not feasible, or while they are being implemented, appropriate respiratory protection must be used. Use appropriate respiratory protection for respirable particulates based on consideration of airborne workplace concentrations and duration of exposure arising from intended end use. Refer to the most recent government and local standards.

Gloves: Chemical resistant gloves recommended.

Eye Protection: Chemical safety goggles and/or face shield recommended.

Other Protective Equipment/Clothing: Chemical resistant clothing and boots as needed to prevent skin contact. A safety shower and eye wash should be available in the work area.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Form:	Liquid	**Appearance:**	Water white to straw yellow
Viscosity:	Not applicable	**Odor:**	Pungent odor
pH:	Not applicable	**Odor Threshold:**	Not applicable
Boiling Point/Range:	105.56°C / 222°F	**Vapor Density:**	Not applicable
Melting point/freezing point:	-20°C /-4°F	**Evaporation Rate:**	Not applicable
Flammability (solid, gas):	Water solution, will not burn	**Partition coefficient (n-octanol/water):**	Not applicable
Decomposition Temperature:	Non-combustible	**Vapor Pressure:**	218 mmHg @ 75°
Flash Point:	Not applicable	**Relative Density:**	1.223
Lower Explosion Limit:	Not applicable	**Solubilities:**	Completely soluble in water
Upper Explosion Limit:	Not applicable	**Autoignition Temperature:**	Non-combustible

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Reacts with metals to form flammable hydrogen gas.

Chemical Stability: This product is stable at normal temperatures.

Possibility of Hazardous Reactions: Contact with metals may form flammable hydrogen gas.

Conditions to Avoid: None

Incompatible Materials: Metals, glass, stoneware, alkali, strong concentrated acids.

Hazardous Decomposition Products: Thermal decomposition yields hydrogen silica tetrafluoride and hydrogen fluoride gas.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects

Potential Health Effects:

Inhalation: Inhalation of vapors or mists may cause severe irritation of the nose, throat and respiratory passages. High concentrations may cause lung damage (edema) with symptoms of chest pain and difficulty breathing. The effects may be delayed for several hours and are aggravated by physical exertion.

Skin Contact: May cause severe irritation and chemical burns. Burns may not be apparent for several hours.

Eye Contact: Contact may cause severe irritation or chemical burns with possible permanent damage.

Ingestion: Swallowing may cause irritation and burns to the mouth, throat and gastrointestinal tract with nausea, weakness and shock. Severe damage, which may be fatal, may occur.

Chronic Health Effects: Prolonged absorption of fluorides may result in fluorosis. Symptoms include changes in bone density (osteosclerosis), ossification of ligaments and mottling of the dental enamel.

Signs and Symptoms of Exposure: Overexposure to mists may cause mucous membrane and respiratory irritation, cough, sore throat, nasal congestion, sneezing and shortness of breath. Eye and skin contact may cause redness, burning, pain and swelling.

Acute Toxicity Values: Fluorosilicic Acid: LD50 oral rat 430 mg/kg
Hydrochloric Acid: LC50 Inhalation rat 3124 ppm/ 1 hour.
Hydrofluoric Acid: LC50 Inhalation rat 1276 ppm/1 hr

Skin Sensitization: Not a skin sensitizer in animals or humans.

Repeated Dose Toxicity: No specific data is available.

Carcinogenicity: None of the components of this product are listed as carcinogens or suspected carcinogens by IARC, NTP or OSHA.

Developmental / Reproductive Toxicity: No specific data is available.

Genetic Toxicity: No specific data is available.

SECTION 12: ECOLOGICAL INFORMATION

Toxicity: Fluorosilicic Acid: Lepomis macrochirus 96hr LC50: 50 mg/L; Daphnia magna 48hr EC50: 270 mg/L
Hydroflouric Acid: Oncorhynchus mykiss: 96hr LC50 51 mg/L; Daphnia magna 48hr EC50: 26-48 mg/L

Persistence and Degradability: This product is expected to be highly degradable.

Bioaccumulative Potential: Not expected to bioaccumulate.

Mobility in Soil: Not applicable.

Results of PBT and vPvB Assessment: None required.

Other Adverse Effects: None known

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Treatment Methods:
This product, as produced, is classified as a hazardous waste under US EPA RCRA regulations – characteristic corrosive (D002). Dispose in accordance with all applicable local, state/provincial and federal regulations. Local regulations may be more stringent than regional and national requirements. It is the responsibility of the waste generator to determine the toxicity and physical characteristics of the material to determine the proper waste identification and disposal in compliance with applicable regulations.

SECTION 14: TRANSPORT INFORMATION

U.S. DOT HAZARD CLASSIFICATION

Proper Shipping Name: Fluorosilicic Acid
Technical Name: N/A
UN Number: UN1778
Hazard Class/Packing Group: 8, II
Labels Required: Corrosive
DOT Packaging Requirements: 173.202, 173.242
Exceptions: None

SECTION 15: REGULATORY INFORMATION

SARA 311/312: Hazard Categories for SARA Section 311/312 Reporting: Acute health

SARA 313 This Product Contains the Following Chemicals Subject to Annual Release Reporting Requirements Under the SARA Section 313 (40 CFR 372): Hydrochloric Acid <3%, Hydrofluoric Acid <1%

CERCLA Section 103 Reportable Quantity: Product: 10,000 lbs. (Hydrofluoric Acid 100 lbs.)

California Proposition 65: This product does not contain substances regulated under California Proposition 65.

Toxic Substances Control Act: All of the components of this product are listed on the EPA TSCA Inventory or exempt from premanufacture notification requirements.

EU Inventory: All of the components of this product are listed on the EINECS inventory or exempt from notification requirements.

EU REACH Status: This substance is exempt from REACH registration.

Canadian Environmental Protection Act: All the components of this product are listed on the Canadian Domestic Substances List or exempt from notification requirements.

Japan METI: All of the components of this product are existing chemical substances as defined in the Chemical Substance Control Law.

Australian Inventory of Chemical Substances: All of the components of this product are listed on the AICS inventory or exempt from notification requirements.

Korea: All of the components of this product are listed on the KECL inventory or exempt from notification requirements.

Philippines: All of the components of this product are listed on the PICCS inventory or exempt from notification requirements.

New Zealand: All of the components of this product are listed on the HSNO inventory or exempt from notification requirements.

China: All of the components of this product are listed on the IECSC inventory or exempt from notification requirements.

Taiwan: All of the components of this product are listed on the CSNN inventory or exempt from notification requirements.

16: OTHER INFORMATION

NFPA Hazard Rating:	Health: 3	Fire: 0	Reactivity: 0
HMIS Hazard Rating:	Health: 3	Fire: 0	Reactivity: 0

References:

Registry for Toxic Effects of Chemical Substances (RTECS), 2017
Patty's Industrial Hygiene and Toxicology
NTP Twelfth Report on Carcinogens, 2011
Hazardous Substances Data Bank (HSDB), 2017

SDS Date of Preparation/Revision: May 2018

Revision Summary: Company Name Change & Phone Number Change

The data in this Safety Data Sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. The information set forth herein is based on technical data the Sibelco North America, Inc. believes reliable. It is intended for use by persons having technical skill and at their own discretion and risk. Since conditions of use are outside the control of Sibelco North America, Inc., no warranties, expressed or implied, are made and no liability is assumed in connection with any use of this information. Any use of these data and information must be determined by the user to be in accordance with federal, state and local laws and regulations.

File #: 2022-0243, **Version:** 1

Submitted By: Sean Lanier

Presentation By: Tracy Taylor

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve the release of an Electric Line Easement (above ground line) that will be replaced by an Electric Utility Easement to facilitate an underground line on Marion County Parcel #31865-000-00

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, .

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Staff requests the approval of the Release of Easement document for the above ground electric line that was recorded in Original Record Book 04773, Pages 1874-1877, April 2007. The current property owner HTM Developers, LLC has agreed to grant an Electric Utility Easement to facilitate an underground Electric Line on the same parcel.

FINDINGS AND CONCLUSIONS:
Staff from the Electric Department has reviewed and accepted the release of easement. Staff recommends Council's approval.

FISCAL IMPACT:
None

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The release of easement has been reviewed and approved for form and legality by City Attorney Robert Batsel, Jr.

ALTERNATIVE:
Approve

Table

Deny

Find your place

Parcel I.D. #: 31865-000-00

City of Ocala Electric Utility
1805 NE 30th Ave. Bldg 400
Ocala, FL 34470-4875

RELEASE OF EASEMENT

THIS INDENTURE by and between the City of Ocala, a Florida Municipal Corporation, 1805 NE 30th Ave, Bldg. 400, Ocala, FL 34478-1270, (herein after the CITY) AND:

PRESENT PROPERTY OWNER: HTM DEVELOPERS, LLC
(Hereinafter called Grantee)

ADDRESS: 4349 SE 20 St Ocala, Fl 34471

WITNESS:
WHEREAS, by Deed of Easement dated April 24th 2007 and recorded in Official Records Book 04773 Page 1874-1877 in the Public Records of Marion County, Florida Walter Berman and Charles Ruse Jr. (Original grantor) granted to the City, or its predecessor in interest, the privilege and easement to construct and maintain over, under and across the following described lands in Marion County, Florida, to-wit:

Section 18 Township 15 Range 23

WHEREAS, title to the servient estate encumbered by the above described easement is vested in the GRANTEE, which has requested the City to release said servient estate from the burden of the easement.

NOW THEREFORE, in consideration of one dollar and other good and valuable consideration in hand paid by the GRANTEE to the CITY, the CITY hereby remises, releases and quick claims to the GRANTEE, its successors and assigns, all interest of the CITY in aforementioned servient estate arising under or by virtue of the hereinbefore described easement.

IN WITNESS WHEREOF, the CITY has caused this instrument to be executed in its name this _____ day of _____, 20___, by proper officers thereunto duly authorized.

WITNESS TO EXECUTION:

_____
Signature

_____
Typed or Printed

_____
Signature

_____
Typed or Printed

CITY OF OCALA

BY: _____
President of City Council

ATTESTED BY: _____
Angel B. Jacobs,
City Clerk

STATE OF FLORIDA .....}SS
COUNTY OF MARION .....}

The foregoing easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 20___, by _____ (Name of person Acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

_____Signature of Person Taking Acknowledgment

_____Name of Acknowledger (type, print/stamped)

_____Title of Rank

_____Serial Number (if any)

APPROVED AS TO FORM AND LEGALITY:

_____
Robert Batsel Jr.
City Attorney

Technician: Name Jason Rhodes (Printed)

_____ (Signed)

35.50 .70 Trenneman

RECORDED AND RETURN TO

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 04/24/2007 03:31:32 PM
FILE #: 2007057294 OR BK 04773 PGS 1874-1877

RECORDING FEES 35.50

DEED DOC TAX 0.70

UK

PID No. 31865-000-00

Prepared By/Return to:
Stephanie Z. Canary
City of Ocala Engineering RE
P. O. Box 1270
Ocala, Florida 34478-1270

GRANT OF ELECTRIC LINE EASEMENT

THIS INDENTURE, made this 24th day of April, 2007, by **Walter Berman and Charles Ruse Jr.**, whose Post Office address is 500 NE 8th Ave , Ocala Florida 34470, hereinafter called the Grantor*, and the **City of Ocala**, a Florida municipal corporation, whose address is P.O. Box 1270, Ocala, Florida 34478-1270, hereinafter called the Grantee*.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, a perpetual easement for the maintenance of electric transmission and/or distribution lines and system and related appurtenances (all of which items to be located within the easement area being referred to as the "facilities") over, across and on the following described land (the "easement area"), situate, lying and being in Marion County, Florida:

SEE THE ATTACHED EXHIBIT "A" BY THIS REFERENCE MADE A PART HEREOF

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the facilities; (b) the right to clear the easement area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the facilities; (c) the right to permit any other person or entity to attach lines or wires to such facilities and lay cable within the easement area; and (d) all other rights and privileges reasonably necessary or convenient for the safe and efficient maintenance of the facilities and for the enjoyment and use of such easement for the purposes described above. No buildings, structures, or obstacles (except fences) within the easement area shall be located, constructed, excavated or created within the easement area. Any proposed fence installation with appropriate gates must be approved by the City of Ocala Electric Engineering

Department and must allow ready access to Grantee's facilities.

* Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations.

PID No. 31865-000-00

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

By: _____
(Signature) **Walter Berman**

Signed, sealed and delivered in the presence of:

E. Alt
Witness
E. ALT
Printed Name

Emma Jean Moore
Witness
Emma Jean Moore
Printed Name

By: _____
(Signature) **Charles Ruse Jr**

Signed, sealed and delivered in the presence of:

E. Alt
Witness
E. ALT
Printed Name

Emma Jean Moore
Witness
Emma Jean Moore
Printed Name

S:\Agenda Items\Real Estate\OEU\RELEASE OF EASEMENTS\BERMAN RELEASE OF ELECTRIC EASEMENT\ELECECTRIC ESMT-REPLACEMENT-.doc

PID No. 31865-000-00

STATE OF Florida
COUNTY OF Nassau

THE FOREGOING INSTRUMENT was acknowledged before me this 24th day of April, 2007, by **Walter Berman**.
WITNESS my hand and official seal in the County and State last aforesaid, this 24th day of April, 2007.

E. Alt

E. ALT
(Print/Type Name)

Notary Public, State of FLORIDA
Commission No:
My commission expires:

E. ALT
MY COMMISSION # DD 573960
EXPIRES: July 16, 2010
Bonded Thru Notary Public Underwriters

Notary: Check one of the following:

✓ Personally known OR Produced _____ as Identification

STATE OF Florida
COUNTY OF Nassau

THE FOREGOING INSTRUMENT was acknowledged before me this 24th day of April, 2007, by **Charles Ruse Jr**

WITNESS my hand and official seal in the County and State last aforesaid, this 24th day of April, 2007.

E. Alt

E. ALT
(Print/Type Name)

Notary Public, State of Florida
Commission No:
My commission expires:

E. ALT
MY COMMISSION # DD 573960
EXPIRES: July 16, 2010
Bonded Thru Notary Public Underwriters

Notary: Check one of the following:

✓ Personally known OR Produced _____ as Identification

PID No. 31865 000-00

EXHIBIT A

The South 20 Feet of the following described property:

TRACT "8"
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; THENCE S.00°08'27"E., ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4, A DISTANCE OF 1335.58 FEET TO THE SOUTH BOUNDARY OF THE AFORESAID NORTHWEST 1/4; THENCE S.89°09'30"E., ALONG SAID SOUTH BOUNDARY 867.30 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°07'13"W., 411.82 FEET; THENCE S.89°04'41"E., 458.90 FEET TO THE EAST BOUNDARY OF THE AFORESAID NORTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY S.00°07'13"E., 411.17 FEET TO THE AFORESAID SOUTH BOUNDARY; THENCE ALONG SAID SOUTH BOUNDARY N.89°09'30"W., 458.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.33 ACRES MORE OR LESS

This instrument prepared by:
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, FL 34470-4875

1) Parcel I.D. # 31865-000-00

2) Job Site Address: 500 SE 66 Ter (Deer Path North Phase II)

GRANT FOR ELECTRIC UTILITY EASEMENT
(LLC)

THIS EASEMENT, Made this day between 3) HTM Developers, LLC (GRANTOR) their heirs, successors and assigns, and the City of Ocala, a Florida Municipal Corporation, under the laws of the State of Florida, its successors, lessees and assigns (GRANTEE):

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate, and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and services and communication services. Said facilities being located in the following described Easement Area within GRANTOR'S premises in Marion County, Florida, to wit:
4) SEC: 18, 5) TWP: 15, 6) RNG: 23.

7) LEGAL DESCRIPTION: (See attached Exhibit "A")

The Easement shall be 10' feet in width and the length and direction are as set forth in City of Ocala work order number EU21-135 (See attached Exhibit "B"). GRANTEE or GRANTOR may hereafter have a survey performed of the actual location of GRANTEE's facilities as installed, and GRANTOR and GRANTEE shall thereafter enter into an amendment to this instrument incorporating the more specific legal description, as determined by such survey, as the length and direction of the Easement; the width of the Easement shall remain the same as set forth above. The party obtaining the survey shall bear all costs and expenses associated therewith and with the preparation and recording of the amendment.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for the GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation, or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; (f) all other rights and privileges reasonably necessary or convenient for GRANTEE'S safe and efficient operation and maintenance and use of said easement for the purposes described above.

Notwithstanding anything else contained herein, GRANTOR shall retain the right to install and maintain a drive crossing within the Easement area at SE 66 Terrace, at a perpendicular angle to the easement. GRANTEE will, to the extent possible, conduct its activities in such a manner as to minimize disruption in GRANOR's ability to access its drive.

GRANTOR hereby covenants and agrees that no buildings, structures, or obstacles (except fences) shall be located, constructed, excavated, or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon easement area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR hereby warrants and covenants (a) the GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions, and conditions herein contained shall inure and extent to and be obligatory upon the heirs, successors, lessees, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its proper officers duly authorized by the Board of Directors this:
8) _____ day of _____, _____.

By signing below, I/we attest that no changes have been made to the content of this document.

WITNESSES:

9) _____
Signature – Witness #1

10) BILLY J BUTLER
Printed Name – Witness #1

11) _____
Signature – Witness #2

12) Sally J Altman
Printed Name – Witness #2

13) HTM DEVELOPERS, LLC
LLC Name

14) by: _____
Signature

by: MATT FABIAN, MANAGER
Printed Name and Title

for: _____
Corporate Name (when LLC owned by Corporation)

as: _____
Printed Title of Corporation

15) _____
Attesting Corporate Officer Signature Signature

_____
Printed Name and Title

LLC Grantor's mailing address: HTM DEVELOPERS, LLC

4349 SE 20TH ST

OCALA, FL 34471

16) STATE OF FLORIDA

17) COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of November, 2021, by Matthew Fabian as Manager President, and by NA as Attesting Officer, respectively of NA, a LLC of the State of Florida.

18) _____ Signature of Notary Public

19) Notary Public State of Florida Sally J Altman My Commission GG 332602 Expires 05/09/2023 _____ Printed/Stamped Name Commissioned Name of Notary

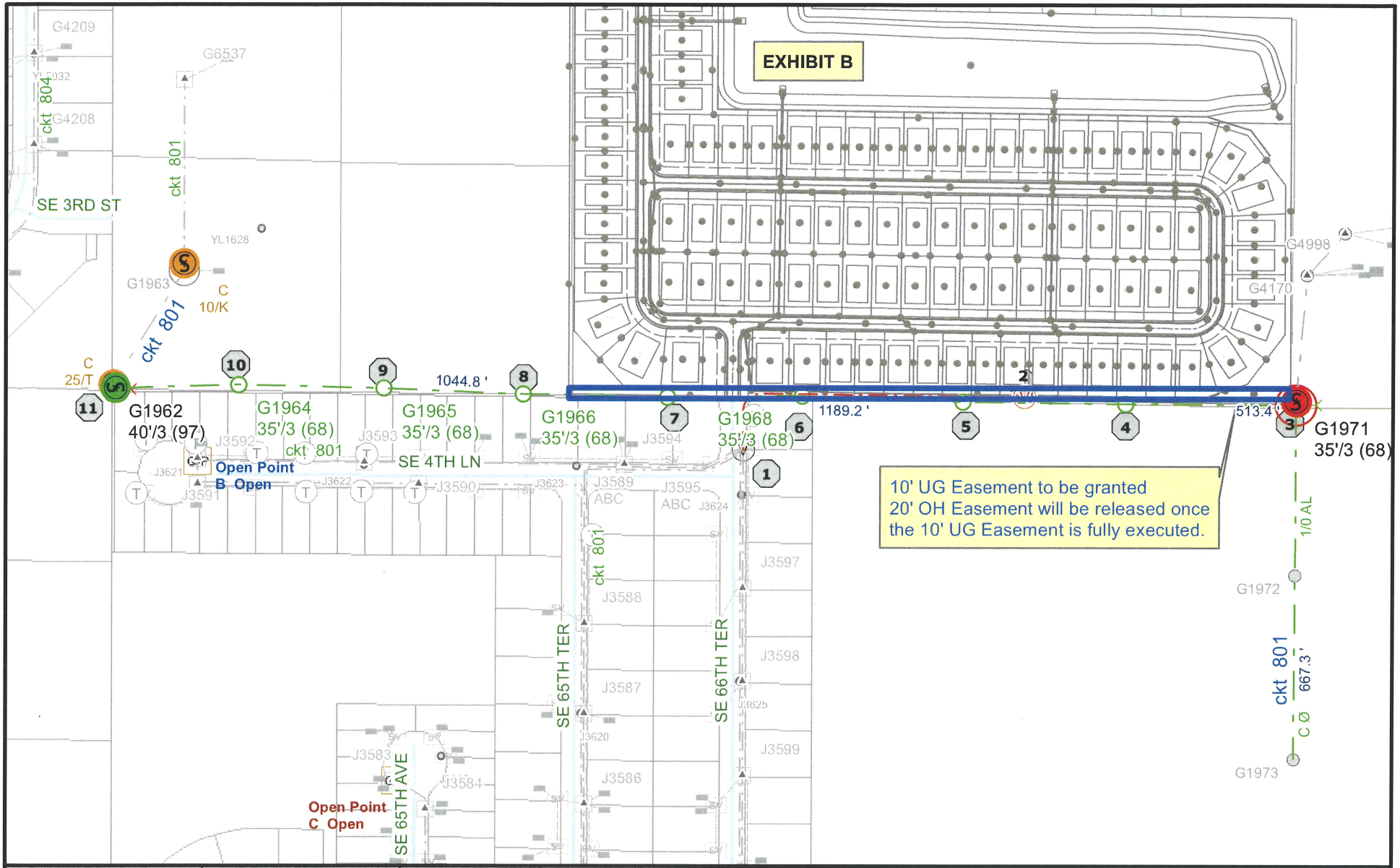
20) Both Personally Known ✓ OR Produced Identification _____.

21) Type of Identification Produced _____

RETURN TO: Jason Rhodes
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave Bldg 400
Ocala, FL 34470-4875

"EXHIBIT A"

SEC 18 TWP 15 RGE 23
COM AT NW COR OF NW 1/4 OF SE 1/4 OF SEC 18 TH S 88-51-21 E 410 FT TO POB TH S 88-53-14 E 916.69 FT TH S 00-03-01 E 594.18 FT TH S 88-59-12 E 906.66 FT TH S 00-05-32 E 728.75 FT TH N 89-14-19 W 905.93 FT TH N 89-14-02 W 458.89 FT TH N 00-07-13 W 823.64 FT TH N 89-04-18 W 44.75 FT TH N 00-11-44 E 46.18 FT TH N 88-54-30 W 412.71 FT TH N 00-08-00 W 460.19 FT TO POB



AS BUILT	N / W / E / S	**SBA Towers- UG primary Install**
		UG OH Line and refeed tower.
SIGN		
DATE		
LOCATES: YES	1 " = 250 '	

OCALA Electric Utility

1805 NE 30 AVE
OCALA, FL 34470

PH: (352) 351-6620
FX: (352) 401-6961

Prj #:	*21-1060*	*Ckt:*	*801*
WO #:	*EU21-135*	*Eng:*	*Jrhodes*
FO#: Field Order ID		*Date:*	*10/26/2021*

103 SE 68TH CT
Ocala, FL 34478

Legislation Text

File #: 2022-0177, **Version:** 1

Submitted By: Sean Lanier

Presentation By: Tracy Taylor

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve the release of an Electric Line Easement (above ground line) that will be replaced by an Electric Utility Easement to facilitate an underground line on Marion County Parcel #31865-000-00

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, .

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Staff requests the approval of the Release of Easement document for the above ground electric line that was recorded in Original Record Book 04773, Pages 1874-1877, April 2007. The current property owner HTM Developers, LLC has agreed to grant an Electric Utility Easement to facilitate an underground Electric Line on the same parcel.

FINDINGS AND CONCLUSIONS:
Staff from the Electric Department has reviewed and accepted the release of easement. Staff recommends Council's approval.

FISCAL IMPACT:
None

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The release of easement has been reviewed and approved for form and legality by City Attorney Robert Batsel, Jr.

ALTERNATIVE:
Approve

Table

Deny

Legislation Text

File #: 2022-0244, **Version:** 1

Submitted By: Sean Lanier

Presentation By: Tracy Taylor
Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve two Quit Claim Deeds (QCD) for parcels 21818-000-00 and 21817-002-00 to correct legal description errors and release mineral rights.

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

PROOF OF PUBLICATION:
N/A

BACKGROUND: The property owners of the aforementioned parcels, request the approval of the two attached QCDs to provide a correction to the erroneous legal descriptions associated with the abrogation of NW 17th Place (RESOLUTION NO. 2005-99). Additionally, approval of the QCDs will release the oil and mineral right reservation that was erroneously omitted in the conveyance deeds recorded in OR Book 4002, at page 0337.

FINDINGS AND CONCLUSIONS: Staff from Survey and the Engineering Department reviewed and accepted the proposed QCDs. Staff recommends approval.

FISCAL IMPACT: None

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The Quit Claim Deeds were reviewed and approved for form and legality by City Attorney Robert Batsel.

ALTERNATIVE:
Approve
Approve with changes
Deny
Table

Marion County
RECORD: $_____

This Instrument prepared by and return to:

Tim Haines
Gray, Ackerman & Haines, P.A.
125 NE 1st Avenue, Suite 3
Ocala, FL 34470

PARCEL ID: 21818-000-00

QUIT CLAIM DEED

This **QUIT-CLAIM DEED,** executed this _____ day of _____, 2021, by and between **CITY OF OCALA, a FLORIDA MUNICIPAL CORPORATION**, whose mailing address is 151 SE Osceola Avenue, Ocala, Florida 34471 hereinafter *"Grantor"*), and **AMERICAN PROPERTIES AND DEVELOPMENT, INC, AN OHIO CORPORATION,** whose mailing address is 9711 E Pike Rd, RM 100, Cambridge, OH, 43725-8936 (hereinafter *"Grantee"*).

(Wherever used herein the terms *"Grantor"* and *"Grantee"* shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Marion, State of Florida, to-wit:

THE PORTION OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4223, AT PAGE 1610, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THAT LIES WITHIN THE FORMER RIGHT-OF-WAY OF NW 17TH PLACE (50 FEET WIDE) AS PREVIOUSLY ABROGATED, VACATED AND CLOSED BY VIRTUE OF RESOLUTION NO. 2005-99, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 4150, AT PAGE 1626, OF SAID PUBLIC RECORDS, LYING EAST OF INTERSTATE HIGHWAY NO. 75 IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 21 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE S89°21'08"E, ALONG THE SOUTH LINE OF SAID NW 1/4 OF THE NW 1/4, A DISTANCE OF 442.46 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY N0. 75 AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, PROCEED N0°31'12"E, ALONG SAID EAST RIGHT OF WAY LINE, 25.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED S89°21'08"E, ALONG THE NORTH LINE OF FORMER NW 17TH PLACE (50 FEET WIDE AS PREVIOUSLY ABANDONED, VACATED AND CLOSED BY VIRTUE OF RESOLUTION NO. 2005-99, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 4150, AT PAGE 1626, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA), 276.30 FEET, TO A POINT ON AN EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4223, AT PAGE 1610, OF SAID PUBLIC RECORDS; THENCE S00°31'12"W, ALONG SAID EAST LINE, 25.00 FEET, TO A POINT ON THE AFORMENTIONED SOUTH LINE OF SAID NW 1/4 OF NW 1/4; THENCE S89°21'08"E, ALONG SAID SOUTH LINE, A DISTANCE OF 19.00 FEET, TO ITS INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4223, AT PAGE 1610; THENCE DEPARTING SAID SOUTH LINE, PROCEED S00°34'04"W, ALONG SAID NORTHERLY PROJECTION, 25.00 FEET, TO A CORNER OF SAID LANDS; THENCE N89°21'08"W, ALONG THE SOUTH LINE OF AFOREMENTIONED FORMER NW 17TH PLACE, 295.47 FEET, TO A POINT ON THE AFORMENTIONED EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY N0. 75; THENCE N00°31'12"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

THE GRANTOR hereby releases its reserved mineral rights in the property described above pursuant to Section 270.11, Florida Statutes. The Grantor finds that such mineral rights in the property are of no value to the Grantor, and Grantor would not be harmed by release thereof. Hence the Grantor hereby releases such mineral rights.

This Quit Claim Deed shall not extinguish any easements encumbering or benefitting the above described real property in favor of the City of Ocala including, but not limited to, Utility easement recorded in OR Book 4150, at Page 1626 Public Records of Marion County, Florida and Electrical Easement recorded in OR Book 2473, at Page 716 and OR Book 2473, at Page 434 Public Records of Marion County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed and sealed in our presence as witnesses:

Witness #1:

_____
Signature

_____
Print Witness #1 Name

Witness #2:

_____
Signature

_____
Print Witness #2 Name

ATTEST:

_____
ANGEL B. JACOBS, CITY CLERK

Approved to form and legality:

_____
ROBERT BATSEL, JR., CITY ATTORNEY

AS TO GRANTOR:

CITY OF OCALA, A MUNICIPAL CORPORATION

By:_____
IRE BETHEA, SR, President, Ocala City Council

Marion County
RECORD: $_____

This Instrument prepared by and return to:

Tim Haines
Gray, Ackerman & Haines, P.A.
125 NE 1st Avenue, Suite 3
Ocala, FL 34470

PARCEL ID: 21817-002-00

QUIT CLAIM DEED

This **QUIT-CLAIM DEED,** executed this _____ day of _____, 2021, by and between **CITY OF OCALA, a Florida Municipal Corporation**, whose mailing address is 151 SE Osceola Avenue, Ocala, Florida 34471 hereinafter *"Grantor"*), and **WILLIAM L. BAKER, AS TRUSTEE OF THE WILLIAM L. BAKER REVOCABLE TRUST AGREEMENT DATED SEPTEMBER 25, 2007 AND SUSAN LOUISE HESS, AS TRUSTEE OF THE NANCY A. BAKER NON-EXEMPT MARITAL TRUST CREATED UNDER AGREEMENT DATED SEPTEMBER 25, 2007,** whose mailing address is 11547 E Pike Rd, RM 100, Cambridge, OH 43725-8671 (hereinafter *"Grantee"*).

(Wherever used herein the terms *"Grantor"* and *"Grantee"* shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Marion, State of Florida, to-wit:

PARCEL 2:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND LYING AND BEING SITUATE IN THE SW 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NE CORNER OF SAID SW 1/4 OF NW 1/4, FROM WHICH PROCEED ON THE NORTH LINE THEREOF N.89°21'08"W. A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING FROM SAID NORTH LINE, PROCEED S.00°38'05"W. A DISTANCE OF 315.00 FEET; THENCE S.89°21'08"E. A DISTANCE OF 210.00 FEET; THENCE S.00°38'05"W. A DISTANCE OF 157.29 FEET; THENCE N.89°28'48"W. A DISTANCE OF 587.85 FEET; THENCE N.00°34'04"E. A DISTANCE OF 473.60 FEET; THENCE S.89°21'08"E., A DISTANCE OF 377.84 FEET TO THE POINT OF BEGINNING.

AND

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN S 89°17'43" E, ALONG THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE SAID SECTION (BASED ON OCCUPATION), FOR A DISTANCE OF 642.23 FEET TO THE WEST BOUNDARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION BORROW PIT NO. 1, LYING RIGHT OF STATION 2337+01.09 AS PER SECTION NO. 36210-2405, STATE ROAD 93 (I-75), MARION COUNTY, FLORIDA; THENCE RUN N00°31’25"E, ALONG SAID WEST BOUNDARY, FOR A DISTANCE OF 851.75 FEET, TO THE NORTHWEST CORNER OF SAID BORROW PIT NO. 1; THENCE RUN S 89°28'35" E, ALONG THE NORTH BOUNDARY LINE OF SAID BORROW PIT NO. 1, FOR A DISTANCE OF 168.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH BOUNDARY, FOR A DISTANCE OF 341.54 FEET; THENCE RUN S 57°19’43" W, FOR A DISTANCE OF 263.21 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, AND HAVING FOR ITS ELEMENTS: A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 02°01’25", A CHORD DISTANCE OF 22.60 FEET, AND A CHORD BEARING OF S 56°19’00" W; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, FOR A DISTANCE OF 22.60 FEET; THENCE RUN N 32°40'17" W, FOR A DISTANCE OF 187.39 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT:

PARCEL 9A RIGHT OF WAY ACQUISITION. COMMENCE AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE RUN N 00°30’45" E, ALONG THE WEST BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION, FOR A DISTANCE OF 1324.04 FEET; THENCE RUN S 89°25’21" E, ALONG THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION (BASED ON OCCUPATION), FOR A DISTANCE OF 1116.49 FEET; THENCE RUN S 00°35'11” W, ALONG THE WEST BOUNDARY OF THE EAST 210.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, FOR A DISTANCE OF 315.00 FEET; THENCE RUN S 89°25’21" E, ALONG THE SOUTH BOUNDARY OF THE NORTH 315.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, FOR A DISTANCE OF 196.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID LINE, FOR A DISTANCE OF 13.97 FEET TO THE EAST BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION (BASED ON OCCUPATION); THENCE RUN S 00°35’11” W, ALONG SAID EAST BOUNDARY, FOR A DISTANCE OF 112.82 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, AND HAVING FOR ITS ELEMENTS: A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 05°39’48", AND A CHORD OF 63.23 FEET BEARING S 44°49’34" W; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, FOR A DISTANCE OF 63.26 FEET TO THE NORTH BOUNDARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION BORROW PIT NO. 1 AS PER SECTION 36210-2405, STATE ROAD 93 (I-75), PARCEL NO. 165.1 AND 167.1, MARION COUNTY DESCRIPTIONS; THENCE RUN N 89°28’35" W, ALONG SAID NORTH BOUNDARY, FOR A DISTANCE OF 129.51 FEET; THENCE RUN N 57°19’43" E, FOR A DISTANCE OF 0.86 FOOT TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, AND HAVING FOR ITS ELEMENTS: A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 23°04’12", AND A CHORD OF 223.96 FEET BEARING N 45°47’37" E; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, FOR A DISTANCE OF 225.48 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

PARCEL 9B ACQUISITION FOR LIFT STATION. COMMENCE AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN N 00°30’45" E, ALONG THE WEST BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION, FOR A DISTANCE OF 1324.04 FEET; THENCE RUN S 89°25’21" E, ALONG THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION (BASED ON OCCUPATION), FOR A DISTANCE OF 1116.49 FEET; THENCE RUN S 00°35’11" W, ALONG THE WEST BOUNDARY OF THE EAST 210.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, FOR A DISTANCE OF 315.00 FEET; THENCE RUN S 89°25’21" E, ALONG THE SOUTH BOUNDARY OF THE NORTH 315.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, FOR A DISTANCE OF 210.00 FEET TO THE EAST BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION (BASED ON OCCUPATION); THENCE RUN S 00°35’11" W, ALONG SAID EAST BOUNDARY, FOR A DISTANCE OF 112.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID LINE, FOR A DISTANCE OF 45.25 FEET TO THE NORTH BOUNDARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION BORROW PIT NO. 1 AS PER SECTION 36210-2405, STATE ROAD 93 (I-75), PARCEL NO. 165.1 AND 167.1, MARION COUNTY DESCRIPTIONS; THENCE RUN N 89°28’35" W, ALONG SAID NORTH BOUNDARY, FOR A DISTANCE OF 44.12 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, AND HAVING FOR ITS ELEMENTS: A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 05°39’48", AND A CHORD OF 63.23 FEET BEARING N 44°49’34" E; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, FOR A DISTANCE OF 63.26 FEET TO THE POINT OF BEGINNING;

AND LESS AND EXCEPT:

PARCEL 9C DESCRIPTION FOR ADDITIONAL LAND ACQUISITION. COMMENCE AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN N 00°30’45” E, ALONG THE WEST BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION, FOR A DISTANCE OF 1324.04 FEET; THENCE RUN S 89°25’21” E, ALONG THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION (BASED ON OCCUPATION), FOR A DISTANCE OF 1116.49 FEET; THENCE RUN S 00°35’11" W, ALONG THE WEST BOUNDARY OF THE EAST 210.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, FOR A DISTANCE OF 315.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S 89°25’21" E, ALONG THE SOUTH BOUNDARY OF THE NORTH 315.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, FOR A DISTANCE OF 196.03 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, AND HAVING FOR ITS ELEMENTS: A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 17°22’57", AND A CHORD OF 169.24 FEET BEARING S 42°56’59" W; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, FOR A DISTANCE OF 169.89 FEET; THENCE RUN N 32°40’17" W, FOR A DISTANCE OF 149.51 FEET TO THE POINT OF BEGINNING;

AND LESS AND EXCEPT:

PARCEL 8D:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN S 89° 17' 42" E, ALONG THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE SAID SECTION (BASED ON OCCUPATION), FOR A DISTANCE OF 642.23 FEET TO A POINT ON THE WEST BOUNDARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION BORROW PIT NO. 1, THENCE RUN N 00° 31' 25" E, ALONG SAID WEST BOUNDARY, FOR A DISTANCE OF 851.75 FEET TO THE NORTHWEST CORNER OF SAID BORROW PIT NO. 1; THENCE RUN S 89° 28' 35" E, ALONG THE NORTH BOUNDARY OF SAID BORROW PIT NO. 1, FOR A DISTANCE OF 168.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH BOUNDARY; FOR A DISTANCE OF 341.54 FEET; THENCE RUN S 57° 19' 43" W, FOR A DISTANCE OF 263.21 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, AND HAVING FOR ITS ELEMENTS: A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 02° 01' 25", A CHORD DISTANCE OF 22.60 FEET, AND A CHORD BEARING OF S 56° 19' 00" W; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, FOR A DISTANCE OF 22.60 FEET; THENCE RUN N 32° 40' 17" W, FOR A DISTANCE OF 187.39 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE WEST QUARTER CORNER OF ABOVE SAID SECTION 11; THENCE RUN S 89°17'42" E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 642.23 FEET TO A POINT ON THE WEST LINE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION BORROW PIT NO. 1; THENCE RUN N 00°31'25" E, ALONG SAID WEST LINE, A DISTANCE OF 851.75 FEET TO THE NORTHWEST CORNER OF SAID BORROW PIT NO. 1; THENCE RUN S 89°28'35" E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 95.15 FEET TO THE INTERSECTION POINT OF THE WEST LINE OF MARION COUNTY TAX PARCEL NO. 21817-002-00; THENCE CONTINUE ALONG SAID NORTH LINE, A DISTANCE OF 362.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°28'35" E, A DISTANCE OF 52.58 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED N.W. 37TH AVENUE (80' WIDE); THENCE RUN S 57°19'43" W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 44.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N 32°40'17" W, A DISTANCE OF 28.79 FEET TO THE POINT OF BEGINNING.

THE GRANTOR hereby releases its reserved mineral rights in the property described above pursuant to Section 270.11, Florida Statutes. The Grantor finds that such mineral rights in the property are of no value to the Grantor, and Grantor would not be harmed by release thereof. Hence the Grantor hereby releases such mineral rights.

THIS QUIT CLAIM DEED shall not extinguish any easements encumbering or benefitting the above described real property in favor of the City of Ocala including, but not limited to, agreement concerning easements and future improvements recorded in OR Book 6710, at Page 693 Public Records of Marion County, Florida and Easement recorded in OR Book 1008, at Page 1614 Public Records of Marion County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed and sealed in our presence as witnesses:

Witness #1:

_____
Signature

_____
Print Witness #1 Name

Witness #2:

_____
Signature

_____
Print Witness #2 Name

ATTEST:

_____
ANGEL B. JACOBS, CITY CLERK

AS TO GRANTOR:

CITY OF OCALA, A MUNICIPAL CORPORATION

By:_____
IRE BETHEA, SR, President, Ocala City Council

Approved to form and legality:

_____
ROBERT BATSEL, JR., CITY ATTORNEY

File #: 2022-0245, **Version:** 1

Submitted By: Burnadine Rich

Presentation By: James Haynes

Department: Community Development Services

STAFF RECOMMENDATION (Motion Ready):
Approve contract for rehabilitation of the Weems residence located on NW Second Street to Algat Enterprises, Inc. for a total project cost not to exceed $79,425

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
Bid released to the public on 12/18/2021

BACKGROUND:
The City of Ocala provides housing rehabilitation assistance to low-income homeowners. The Consolidated Plan approved by the Department of Housing and Urban Development (HUD) includes rehabilitation of owner-occupied housing for income-qualified applicants. Evaluation of the home located on NW Second Street revealed active plumbing leaks. The main electrical service has severe deterioration and is recommended for upgrades. In addition, the following is also needed: replace interior and exterior doors, windows, replace water heater, interior repairs, bathroom repairs, replace flooring, interior and exterior painting. The repairs will address health and safety issues for the homeowner and/or make the home a sustained affordable housing unit.

FINDINGS AND CONCLUSIONS:

This rehabilitation is for a low-income-qualified family. Costs for this project were solicited using the City's procurement processes and in accordance with grant and program guidelines.

On January 11, 2022 an invitation to bid ITB#CDS/210965 was solicited for rehabilitation of the home. The bid closed on January 24, 2022 resulting in receipt of two bids. The low bid was submitted by Algat Enterprises, Inc. located in Orlando, FL for $79,425.

Bidder Name	Office Location	Lump Sum Amount
Algat Enterprises, Inc.	Orlando, FL	**$ 79,425.38**
R&R Builders, LLC.	Ocala, FL	$ 94,075.38

This action is consistent with the City's Local Housing Assistance Program (LHAP). Under the State Housing Initiatives Partnership (SHIP) program, the homeowner is required to sign a deferred 20-year mortgage.

FISCAL IMPACT:
Funding in the amount of $79,425 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.

Exhibit B - PRICE PROPOSAL

CONTRACT# CDS/211141

Bidder name	Bidder Location
Algat Enterprises, Inc.	Orlando

MANDATORY LINE ITEMS: 2127 NW 2nd Street - Weems

ITEM	DESCRIPTION	UOM	EST QTY	LUMP SUM COST
1	Exterior Repairs	LS	1	$ 10,000.00
2	Windows (Qty 10)	LS	1	$ 10,000.00
3	Interior Doors	LS	1	$ 3,000.00
4	Exterior Painting	LS	1	$ 3,500.00
5	Exterior Doors	LS	1	$ 3,000.00
6	Water Heater	LS	1	$ 4,000.00
7	Interior Painting	LS	1	$ 6,000.00
8	Bathroom	LS	1	$ 7,000.00
9	Drywall Repairs	LS	1	$ 3,500.00
10	Flooring	LS	1	$ 10,000.00
11	Electrical	LS	1	$ 15,000.00
12	Plumbing	LS	1	$ 4,000.00
P	Permit Allowance	LS	1	$ 425.38
	TOTAL BID AMOUNT			**$ 79,425.38**

Rehabilitation Specification: GRANT

Applicant: Trecolia Weems
Address: 2127 NW 2nd Street
Phone: 352-512-1615

Work must comply with the current **Florida Building Code.**

TYPES OF PERMITS REQUIRED:

☒ Building ☐ Roofing ☒ Plumbing ☒ Electrical ☐ Mechanical ☐ Gas

CONTRACTORS REQUIRED:

☒ General/Builder ☐ Roofing ☒ Plumbing ☒ Electrical ☐ HVAC ☐ Gas ☐ Specialty

PROJECT DETAILS:

Project must be fully completed in 120 days.

Item 1 – Exterior Repairs

1. This building has asbestos siding. No lead reported.
2. Install Tyvek or equivalent house wrap to exterior over existing siding.* Install double Dutch lap vinyl siding with a textured finish around entirety of building, minimum thickness 0.040 rated to handle 165 mph or equivalent. Include all channel, starter, or other accessories necessary to make a complete job installed per manufacturer specifications. J channel inside, outside corners, starter strip, and all molding to finish around doors and windows shall be same manufacturer as siding. ***If contractor removes or disturbs the existing siding, abatement of the siding is required by a Florida licensed Asbestos Abatement Contractor. Refer to Exhibit E – Asbestos Survey Report.**
3. Make color selections available for owner to choose.
4. Replace 4 steps at side door and add handrails both sides.
5. Replace missing handrails at front steps

Item 2 – Windows (Qty 10)

1. **This work will require a permit.**
2. Remove and properly dispose of single pane windows.
3. Repair/replace damaged wood in window opening
4. Provide, install and seal (Sashco – big stretch elastomeric caulk or equivalent) new, ENERGY STAR Certified (For Florida), vinyl or fiberglass, 10 single-hung, double insulated, low-e, argon filled windows in all locations on the home, size to match, except where the code requires something different.
5. Ensure window units are properly fastened and completely sealed around frames per code.
6. Window color to be white interior and exterior.
7. Provide and install new matching trim to the interior and if necessary, to the exterior (drywall, stucco patch, rot-proof trim, etc.), around window openings, as needed, to ensure a clean and complete, "like-new" (matching) finished appearance.
8. Ensure at least one window in each bedroom/sleeping area, will meet the requirements of the FBC 2017, existing Building Code, Chapter 702, and related. *NOTE: If an electrical outlet is in such a location as to be affected by this requirement, it is the responsibility of the contractor to make necessary accommodations to properly relocate the outlet per code*.
9. Repair openings (interior and exterior), sills when damaged, missing or if/when opening must be modified for egress. Install wood windowsills painted to interior. Opening should be "like new" upon completion (egress requirements are the responsibility of the contractor).

10. Following installation of new windows, prime and paint (minimum 2-coats) with Sherwin Williams Multi-Purpose Primer and ProMar 200 Interior, or equivalent, around all interior window frame openings. Best match to existing wall colors.

Item 3 – Interior Doors

1. Replace 3 interior doors 30"-36". *Verify swing with owner before ordering.*
2. Match existing.
3. Provide and install new Kwikset, ADA lever-style, privacy lockset for interior doors. Finish should match other handles in home as close as reasonable.
4. Interior doors should be finished/stained to match using interior paint guidelines.

Item 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. 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 equivalent.
3. Prime all exterior doors, trim, front entry ceiling, etc. with Sherwin-Williams Multi-Purpose Interior/Exterior latex primer/sealer, (or equivalent, per safety data sheet) unless product is not specified for use on a specific building material/surface.
4. Provide and apply at least one "Full-Coverage Coat" of Sherwin Williams "PrimeRx Peel Bonding Primer" OR "Loxon Conditioner (White)"or equivalent (Provide safety data sheets for any requested alternate – MUST be pre-approved by Rehab Specialist) to all exterior CMU walls, gables, and other surfaces as appropriate.
5. Paint all exterior surfaces not covered by vinyl using Sherwin-Williams "SuperPaint Exterior Acrylic Latex" (or equivalent 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 Specialist before application of paint materials.
6. 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.

Item 5 – Exterior Doors

1. Remove and dispose of side entry door and associated, jambs, casings, and trims.
2. Provide, install and properly seal new pre-hung side entry door, 6 panel fiberglass doors on rot-proof jambs, double-bored for entry locks and deadbolts. Ensure doors open and close smoothly and are fully sealed from exterior elements, light, water, air, etc. Ensure 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.

3. 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.
4. 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.
5. Provide and install matching Lever-Style, Kwikset "SmartKey" Entry locksets with deadbolts, keyed alike, at (2) 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).

Item 6 – Water Heater

1. **This work will require a plumbing permit.**
2. Drain, remove, and properly dispose of old water heater.
3. Remove and dispose of old cold-water valve.
4. Provide and install new ¼-turn, brass ball valve at cold-water inlet, per code. Provide all other pipes, fittings and materials needed to properly complete the installation of the new water heater.
5. Provide and install new, 50-gal electric water heater, with 12-year warranty, 5500/5500 watt or equivalent.
6. Install water heater in laundry room.
7. Provide and install new pan and drain to exterior of home per code. If required, elevate pan and water heater as required by code and secure from tipping.
8. If needed, electrician shall provide a new Code Compliant connection to the house power and properly sized circuit breaker, to ensure safe operation of water heater. (If existing components meet code, no changes are necessary)
9. Ensure all equipment has been properly registered and that all warranty registrations, paperwork, or documents have been filled out and provided to the owner. Assist owner with all necessary paperwork for TECO Rebates, if any. Provide copy of same information (not including full operator's manual(s)) to Rehab Specialist at Final.

Item 7 – Interior Painting

1. Provide and apply "Kilz" (or equivalent) stain resistant primer to all walls/ceilings and new and/or unpainted drywall, dining room, kitchen, and master bath as needed
2. Provide and apply one or more (if necessary), full-coverage coats of Sherwin-Williams ProMar 200 Zero VOC Interior Latex, or equivalent.

3. Ceilings/walls/doors/trim to be painted semi-gloss.

Item 8 – Bathroom

1. Complete interior demolition of existing hall bathroom walls, down to studs and slab/floor.
2. Remove bathroom door and frame.
3. Remove and dispose of all debris
4. Repair or add sub-framing in walls/floors if/as needed.
5. Reframe bathroom door opening to accommodate a 3'-0" x6'-8" or as wide as feasible to allow for better ADA Access to bathroom. Minimum finished door width to be no less than 2'-8".
6. Make all necessary repairs and modifications to rough plumbing while walls are open and accessible, and schedule and "Pass" required inspections.
7. Waterjet bore or snake throughout all waste drain pipes in all areas, 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.
8. Install new steel tub, white.
9. Provide and install solid wood backing to accommodate three (3) new ADA grab bars location TBD.
10. 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.
11. Provide and install solid wood backing behind toilet to accommodate new ADA grab bar, approximately 24."
12. Do not install ADA bars.
13. Provide and install new insulation in ALL open wall cavities, using batt, r-foil, or other insulation, as appropriate.
14. Provide and install, with approved fasteners, cement board backing on all walls and around window opening in tub/shower area. (tile backer or dura-rock, or equivalent)
15. 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.
16. Install large (12x18 or larger) porcelain wall tile may be used, with all other appurtenances still included. (large niche, soap shelves and towel bar in shower/tub areal)
17. 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.
18. Provide and install new Delta, single lever, "Classic" shower valve and trim.

19. Provide and install new chrome gooseneck, centered at 78" to 80" A.F.F. – Coordinate with cultured marble company
20. Provide and install new Delta "In2ition" shower head/hand shower combo, Model 75490 or equivalent.
21. Provide and install new vanity sink base cabinet with solid surface top and integrated sink, top color to match or contrast shower walls.
22. Provide and install new hollow-core door, similar to design and finish of other interior doors. Confirm best swing and size based on rehab.
23. Provide and install new Kwikset, ADA lever-style, privacy lockset for this door. Finish should match other handles in home as close as reasonable.
24. Provide and install new ADA height, elongated white 2-piece toilet, WaterSense Certified, 1.28 gpf, w/chrome flush lever and soft-close seat/lid.
25. 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). Ensure new toilet is level and secured properly and does not leak, use matching grout or caulk around base of new toilet at floor.
26. Provide and install new Delta "Classic" lavatory faucet, include all related plumbing, new water supply lines and ¼-turn stops, trap and drainpipes. Ensure properly sealed connection to all pipes.
27. Provide and install new LED bathroom general lighting
28. Install new porcelain tile floor throughout bathroom, homeowner to choose color following contract signing, from contractor provided selections.
29. Provide and apply "Kilz-type" primer or equivalent on walls and ceilings.
30. 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 equivalent. 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.
31. Provide and install new mirrored, recessed medicine cabinet, similar in size to the old cabinet that was removed.
32. 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.
33. Provide and install new "hard-mounted" chrome shower curtain rod to fit shower opening, centered at/about 78" to 80" Above Finished Floor. Ensure proper fit with owner-provided new shower curtain.
34. NOTE: ALL metal bathroom finish colors to match and shall be chrome, or brushed nickel finish.

(e.g., lavatory faucet, shower trim and shower head, flush lever, towel bars, shower curtain rod, etc.)

Item 9 – Drywall Repairs

1. Repair drywall throughout; attic access, corners, door openings, wall in laundry room, etc.
2. Match existing texture.

Item 10 – Flooring

1. Remove ceramic tile flooring throughout.
2. Prep floor so that it is clean, dry, level and structurally sound. Provide and install new waterproof vinyl plank flooring throughout. Provide and install proper transition at bedroom/hall doorway into bathrooms and where needed.
3. Provide and install new base molding and, if needed, shoe molding around full perimeter of flooring.

Item 11 – Electrical

1. If any other circuits need to be corrected to meet code, provide, and install all necessary components to bring into code compliance.

Interior:

2. Remove defective lighting fixtures and/or ceiling fans on interior of home in addition to any specifically described in this section.
3. Provide and install comparable light fixtures/ceiling fans in affected locations with new LED, ENERGY STAR certified fixtures, and fans. All interior fixtures and bulbs should be between 3000K and 4000K color range. All fixtures and fans shall have "owner changeable LED bulbs" and ceiling fans should be ceiling-hugger style.
4. In the kitchen area, behind the existing diffusers, provide and install new 48-inch LED fixtures that are 3100 to 5000 lumens each, 4000K color, ENERGY STAR and dimmable in place of each old fixture that was removed. Suggested model Lithonia Lighting FMLL-14IN-80CRI or equivalent.
5. In the laundry/utility area, provide and install new flush mount 32-inch Round LED "Cloud-style" fixture. (Minimum 36-watt light output at 4000K+) Good Earth Model# LF1088-NMS-32LF2-G or equivalent.
6. Provide and install new LED bulbs, of appropriate design, wattage, and color, in all permanent fixtures throughout the home, that are not being replaced with new fixtures.
7. Inspect, check, and confirm proper function of all electrical outlets and switches throughout home, including GFCI devices.
8. Provide and replace any electrical devices found to be defective or non-functioning at time of

inspection, including color matching device cover plates.

9. If bathroom, kitchen, or laundry outlets are not currently GFCI protected outlets/switches, provide, and install all needed materials to change to GFCI, outlets or breakers per code.

Exterior:

10. Remove and properly dispose of ALL outdoor security/floodlight fixtures.
11. Provide and install new LED Security Floodlight-type fixtures at each location an old light is removed.
12. Security/flood lights must have at least two aimable LED bulbs in each fixture. Suggested – Good Earth Lighting, Model #SE1084-WH3-02LF0-G or equivalent. Confirm with owner if "Motion activated" or not.
13. Remove and properly dispose of front entry wall-mounted fixture.
14. If not otherwise specified in this section, provide, and install new LED fixtures, similar in design and function to the old fixture removed.
15. Provide and install all LED (60-100-watt or equivalent), dimmable bulbs as needed in new or remaining fixtures throughout exterior of the home.

Smoke/CO Alarms:

16. Remove and properly dispose of all old smoke alarms and mounting plates throughout the home.
17. 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.*
18. 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.
19. *Any devices requiring new circuits/switches shall be included in the total price.*

Item 12 – Plumbing

1. Check whole house plumbing system for leaks, repair/replace as necessary.

P – Permits

This amount of **$425.38** is the estimated permit cost/allowance for this project.

GENERAL CONDITIONS

1. It is the responsibility of the contractor and/or sub-contractors 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. All references to equivalent imply the substituted goods/materials must meet or exceed the specifications of the brand requested.

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:

2127 NW 2nd Street
Ocala, FL 34475

PERFORMED ON:
December 09, 2021

PERFORMED AND PREPARED BY:

Debra Koontz
Certified Risk Assessor
LBP-R-I191376-2

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December 09, 2021

Re: Lead-Based Paint Inspection Report

Property Located at: **2127 NW 2nd Street, Ocala, FL 34475**

Property Owner: **Trecolia Weems**

Phone: **352-512-1615**

Dear Client:

Please find enclosed the lead-based paint inspection report for the property located at **2127 NW 2nd Street, Ocala, FL 34475**. 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 **December 09, 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, 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 **2127 NW 2nd Street, Ocala, FL 34475**. 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-eight (88) 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 **2127 NW 2nd Street, Ocala, FL 34475** is an **864** square feet building (1 unit), built in **1948**. 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 **December 09, 2021** from 10:45am to 11:18am.

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: **2127 NW 2nd Street, Ocala, FL 34475**

DKE tested a total of **eighty-eight (88) 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

2127 NW 2nd Street, Ocala, FL 34475

Read No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Paint Color	Lead (mg/cm²)	Mode
Interior Room 001 Bedroom A									
004	A	Wall	U Ctr		I	Drywall	White	-0.2	QM
011	A	Baseboard	Ctr		I	Wood	White	-0.2	QM
005	B	Wall	U Lft		I	Drywall	White	-0.2	QM
006	C	Wall	U Ctr		I	Drywall	White	-0.4	QM
007	D	Wall	U Rgt		I	Drywall	White	-0.1	QM
008	D	Ceiling	Lft		I	Drywall	White	-0.3	QM
009	D	Door	Lft	Door	I	Wood	Stain	-0.2	QM
010	D	Door	Lft	Jamb	I	Wood	Stain	-0.1	QM
Interior Room 002 Hallway									
016	B	Wall	U Ctr		I	Drywall	White	-0.2	QM
015	B	Baseboard	Ctr		I	Wood	White	-0.5	QM
018	C	Wall	U Ctr		I	Drywall	White	-0.1	QM
019	C	Ceiling	Ctr		I	Drywall	White	0.1	QM
012	C	Door	Ctr	Door	I	Wood	White	-0.3	QM
013	C	Door	Ctr	Jamb	I	Wood	White	-0.1	QM
014	C	Door	Ctr	Casing	I	Wood	White	-0.1	QM
017	D	Wall	U Ctr		I	Drywall	White	-0.1	QM
Interior Room 003 Kitchen									
021	A	Wall	U Ctr		I	Wood	Stain	-0.1	QM
023	B	Window	Ctr	Casing	I	Wood	Stain	-0.2	QM
022	B	Window	Ctr	Sash	I	Wood	Stain	-0.2	QM
020	C	Ceiling	Ctr		I	Wood	Stain	-0.3	QM
Interior Room 004 Bedroom B									
034	A	Wall	U Ctr		I	Drywall	Blue	-0.3	QM
024	A	Baseboard	Ctr		I	Wood	White	-0.2	QM
025	A	Door	Rgt	Door	I	Wood	White	-0.1	QM
026	A	Door	Rgt	Jamb	I	Wood	White	-0.4	QM
027	A	Door	Rgt	Casing	I	Wood	White	-0.5	QM
030	B	Closet wall	Lft		I	Drywall	White	-0.1	QM
031	B	Wall	U Ctr		I	Drywall	Blue	-0.2	QM
029	B	Ceiling	Lft		I	Drywall	White	-0.3	QM
028	B	Door	Lft	Jamb	I	Wood	Stain	-0.1	QM
032	C	Wall	L Rgt		D	Drywall	Blue	-0.1	QM
033	D	Wall	U Lft		D	Drywall	Blue	-0.4	QM
Interior Room 005 Utility Rm									
036	A	Wall	U Ctr		I	Drywall	Tan	-0.2	QM
035	A	Ceiling	Ctr		I	Drywall	White	-0.2	QM
037	B	Wall	U Rgt		I	Drywall	Tan	-0.1	QM
041	B	Door	Ctr	Casing	I	Wood	White	-0.1	QM
042	B	Door	Ctr	Jamb	I	Wood	Tan	-0.2	QM
038	C	Wall	U Ctr		I	Drywall	Tan	-0.1	QM
039	D	Wall	U Rgt		I	Drywall	Tan	-0.1	QM
040	D	Door	Ctr	Casing	I	Wood	White	-0.1	QM
Interior Room 006 Bathroom									
043	B	Door	Ctr	Jamb	I	Wood	Stain	-0.2	QM
044	B	Door	Ctr	Casing	I	Wood	White	0.0	QM
045	B	Door	Ctr	Door	I	Wood	White	-0.2	QM
046	D	Ceiling	Ctr		I	Drywall	White	-0.3	QM
Interior Room 007 Bedroom C									
050	A	Wall	U Lft		I	Drywall	White	-0.1	QM
051	B	Wall	U Lft		I	Drywall	White	-0.2	QM
052	B	Baseboard	Lft		I	Wood	White	-0.3	QM
053	B	Door	Ctr	Door	I	Wood	White	-0.3	QM
054	B	Door	Ctr	Jamb	I	Wood	White	0.0	QM
055	B	Door	Ctr	Casing	I	Wood	White	-0.1	QM
049	C	Wall	U Ctr		I	Drywall	White	-0.3	QM
048	D	Wall	U Lft		I	Drywall	White	-0.2	QM
047	D	Ceiling	Ctr		I	Drywall	White	-0.1	QM

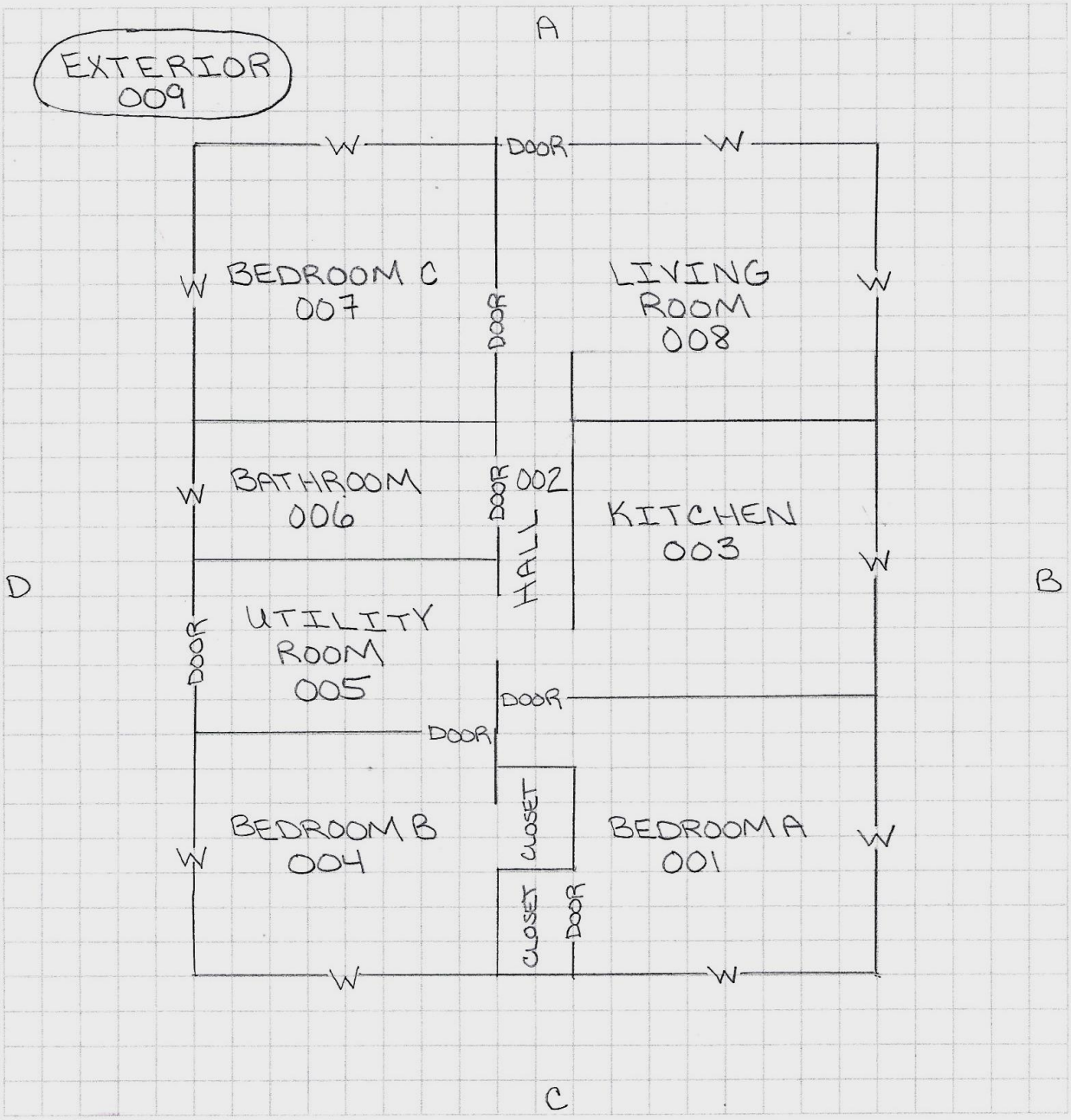
Read No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Paint Color	Lead (mg/cm²)	Mode
Interior Room 008 Living Rm									
058	A	Wall	U Ctr		I	Drywall	White	-0.1	QM
057	A	Ceiling	Ctr		I	Drywall	White	-0.1	QM
056	A	Door	Lft	Casing	I	Wood	White	-0.1	QM
059	B	Wall	U Rgt		I	Drywall	White	-0.1	QM
062	B	Baseboard	Lft		I	Wood	White	-0.2	QM
060	C	Wall	U Ctr		I	Drywall	White	0.0	QM
061	D	Wall	U Lft		I	Drywall	White	-0.2	QM
009 Exterior									
068	A	Porch Ceilin	Lft		I	Wood	Gray	-0.2	QM
070	A	Fascia	Lft		I	Wood	Gray	-0.1	QM
071	A	Wall	U Ctr		I	Transite	Gray	-0.3	QM
069	A	Soffit	Lft		I	Wood	Gray	-0.2	QM
067	A	Window	Lft	Casing	I	Wood	Gray	-0.4	QM
063	A	Door	Ctr	Door	I	Steel	Black	-0.2	QM
064	A	Door	Ctr	Jamb	D	Wood	White	-0.2	QM
065	A	Door	Ctr	Jamb	D	Wood	Green	0.1	QM
066	A	Door	Ctr	Casing	I	Wood	Gray	-0.2	QM
078	B	Corner	Lft		I	Wood	Gray	-0.2	QM
076	B	Fascia	Ctr		I	Wood	Gray	-0.1	QM
072	B	Wall	L Ctr		D	Transite	Gray	-0.5	QM
077	B	Wall	U Lft		I	Wood	Gray	-0.3	QM
075	B	Window	Ctr	Casing	I	Wood	Gray	-0.3	QM
073	B	Window	Ctr	Sash	I	Wood	Gray	0.0	QM
074	B	Window	Ctr	Sill	I	Wood	Gray	-0.1	QM
079	C	Closet wall	Ctr		D	Wood	Gray	0.0	QM
080	C	Wall	U Ctr		I	Wood	Gray	-0.2	QM
083	C	Soffit	Lft		I	Wood	Gray	-0.2	QM
082	C	Window	Lft	Casing	I	Wood	Gray	-0.1	QM
081	C	Window	Lft	Sill	I	Wood	Gray	-0.2	QM
084	D	Fascia	Ctr		I	Wood	Gray	-0.1	QM
090	D	Wall	L Lft		D	Transite	Gray	-0.6	QM
091	D	Wall	L Lft		I	Metal	Gray	-0.1	QM
085	D	Wall	L Ctr		D	Wood	Gray	-0.2	QM
089	D	Window	Lft	Casing	I	Wood	Gray	-0.6	QM
087	D	Window	Lft	Sash	I	Wood	Gray	-0.3	QM
088	D	Window	Lft	Sill	I	Wood	Gray	-0.3	QM
086	D	Door	Ctr	Casing	I	Wood	Gray	0.0	QM
Calibration Readings									
001								1.0	TC
002								0.9	TC
003								1.0	TC
092								1.0	TC
093								1.0	TC
094								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 # 1209/045

Address 2127 NW 2nd Street
Ocala, FL 34475

VII. Property Photographs

2127 NW 2nd Street, Ocala, FL 34475

Exterior(009) A-Wall

Exterior(009) B-Wall

Exterior(009) C-Wall

Exterior(009) D-Wall

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.

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"), **TRECOLIA LEFAYE WEEMS** ("Owner") and **ALGAT ENTERPRISES, INCORPORATED.** a Corporation duly organized and authorized to do business in the State of Florida (EIN: 84-1815310) ("Contractor").

R E C I T A L S :

WHEREAS, on January 11, 2022, City issued an Invitation to Bid ("ITB") for rehabilitative construction work on a residential home located at 2127 NW 2ND Street, Ocala, Florida 34475 ITB No.: CDS/211141 (the "Solicitation"); and

WHEREAS, two (2) 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, Contractor was chosen as the intended awardee for rehabilitative construction work on the residential home located at 2127 NW 2nd Street, Ocala, Florida 34475 (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 A-6)

Exhibit B: Contractor's Price Proposal (B-1 through B-1)
Exhibit C: Work Write Up (C-1 through C-9)
Exhibit D: Lead Based Paint Risk Assessment Report (D-1 through D-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 **SEVENTY-NINE THOUSAND, FOUR HUNDRED TWENTY-FIVE DOLLARS AND 38/100 CENTS ($79,425.38)** (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 ONE HUNDRED TWENTY (120) 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 TWENTY (20) 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: ALGAT ENTERPRISES, INCORPORATED
Attention: Andrew Minossora
1800 Pembrook Dr., STE. 300 #3425
Orlando, Florida 32810
Phone: 407-221-2045

E-mail: office@algatenterprises.com

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 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.

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

Algat Enterprises Incorporated

_____
(Authorized Signatory)

By: Andrew Minossora
(Printed Name of Signatory)

Title: President
(Title of Authorized Signatory)

Date: _____

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
City Attorney

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)

Trecolia Lefaye Weems
(Printed Name of Homeowner)

Date: _____

CITY OF OCALA

_____

Ire Bethea, Sr
Council President

Date: _____

BACKGROUND

1. The City of Ocala is seeking quotes from qualified Florida licensed General, Building, or Residential Contractors to perform rehabilitation work of a residential home located at **2127 NW 2nd Street, Ocala, FL, 34475**.
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, Building, or Residential 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
   - 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:** $425.38
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:**
   - Exhibit C - Work Write-up
   - Exhibit D - Lead-Based Paint Inspection Report
   - Exhibit E - Asbestos Survey Report

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 **one hundred twenty (120)** 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 C - Work Write-up** for the City of Ocala. 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:
   - Window removal and replacement (10)
   - Flooring removal and replacement
   - Drywall repairs
   - Interior door removal and replacement (3)
   - Interior Paint
   - Bathroom removal and replacement (making ADA compliant)
   - Electrical repair/upgrade to code
   - Plumbing
   - Water heater removal and replace
   - Exterior Repairs
   - Exterior Painting
   - Replace exterior door
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. Contractor will provide a temporary toilets/port-o-let restrooms on site.
4. 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.
5. The contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
6. Construction shall be in compliance with all requirements and instructions of applicable manufacturers.
7. Work shall be completed immediately.
8. 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.
9. Contractor is responsible for all wages, taxes, and worker's compensation of all employees.
10. 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.

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.
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).
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.

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Residential Rehab at 2127 NW 2nd St - Weems**
ProRFx ID: ITB12272100000177
Solicitation: **ITB# CDS/211141**
Bids: 2

Buyer: Robert Andrews
Email: randrews@ocalafl.org
Buyer Phone: 352-629-8260

1/24/22 **Notice of Intent to Award** to **Algat Enterprises, Inc.** pending City Council approval.

Bidder Name	Office Location	Lump Sum Amount
Algat Enterprises, Inc.	Orlando, FL	**$ 79,425.38**
R&R Builders, LLC.	Ocala, FL	$ 94,075.38

Bidder				Algat Enterprises, Inc.	R&R Builders, LLC.
Item	Description	Qty	UOM	Lump Sum Amount	Lump Sum Amount
1	Exterior Repairs	1	LS	$ 10,000.00	$ 15,475.00
2	Windows (Qty 10)	1	LS	$ 10,000.00	$ 14,825.00
3	Interior Doors	1	LS	$ 3,000.00	$ 3,600.00
4	Exterior Painting	1	LS	$ 3,500.00	$ 2,500.00
5	Exterior Doors	1	LS	$ 3,000.00	$ 4,500.00
6	Water Heater	1	LS	$ 4,000.00	$ 3,125.00
7	Interior Painting	1	LS	$ 6,000.00	$ 2,000.00
8	Bathroom	1	LS	$ 7,000.00	$ 17,000.00
9	Drywall Repairs	1	LS	$ 3,500.00	$ 1,200.00
10	Flooring	1	LS	$ 10,000.00	$ 10,800.00
11	Electrical	1	LS	$ 15,000.00	$ 11,125.00
12	Plumbing	1	LS	$ 4,000.00	$ 7,500.00
13	Permit Allowance	1	LS	$ 425.38	$ 425.38
Grand Total				**$ 79,425.38**	**$ 94,075.38**

File #: 2022-0246, **Version:** 1

Submitted By: Shannon J Crandall

Presentation By: Robert W. Batsel, Jr.
Department: City Attorney

STAFF RECOMMENDATION (Motion Ready):
Approve January 2022 city attorney invoices for general city business legal services in the amount of $34,636.25 and for risk management-related legal service in the amount of $7,942.75

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence .

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The enclosed invoices include work performed during January 2022 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.

FINDINGS AND CONCLUSIONS:
N/A

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

N/A

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: February 4, 2022

Re: Invoices from 01/01/22-01/31/22

Attached hereto, please find a Summary of Invoice and Detail of Invoice for the month of January, 2022, 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 $20,261.50.

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 $22,317.50.

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: $42,579.00

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, which will include an update following the hearing of February 11.

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. We have advised the Plaintiff of the City's denial of the settlement offer and intent to pursue a bond validation proceeding concerning the fire assessment unless it voluntarily dismisses the suit by early February.

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. Council will be presented with an interlocal agreement in February.

4. We have worked with Growth Management, Engineering and applicants or third parties concerning several pending land use matters including plats, concurrency development agreements, 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 have worked with Code Enforcement on active cases, public records requests, and requests from property owners or title agents concerning lien releases and payoffs.

7. 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.

8. 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.

9. We are working with private partners on several Economic Incentive Program agreements to bring jobs, infrastructure expansion, and utility utilization to the City.

10. .

11. 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.

12. 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 February.

13. We are working to close the conveyance of the property upon which the Watula South redevelopment project will be located.

14. We are working with staff and a developer to sell the Tuscawilla fire station property for redevelopment.

15. We are working with City staff and the County concerning the management of animal control services.

16. We assisted Real Estate staff with property swap agreements, purchase and sale agreements, replats, and corrective deeds for several properties owned or being acquired by the City.

17. We have worked with Water Resources concerning water and sewer rates and impact fees for isolated projects and to close out the long-awaited agreement with Trinity Catholic to provide for the conveyance of easements and property to accommodate drainage and allow additional expansion of the school and athletic facilities.

Gooding & Batsel, PLLC
1531 36th Ave
Ocala, FL 34471

Statement #1008

City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

Date: 2/4/2022

Invoice	Matter	Fees	Expenses	Amount
279	Airport	$514.50	$0.00	$514.50
280	Clerk	$98.00	$0.00	$98.00
281	CMO	$906.50	$0.00	$906.50
282	Code Enforcement Board	$441.00	$0.00	$441.00
283	Council	$3,234.00	$0.00	$3,234.00
284	Discount Sleep	$1,837.50	$0.00	$1,837.50
285	Electric	$73.50	$0.00	$73.50
286	Engineering	$539.00	$0.00	$539.00
287	Finance	$49.00	$0.00	$49.00
288	Fire Department	$196.00	$0.00	$196.00
289	Fleet	$73.50	$0.00	$73.50
290	Growth Management	$7,448.00	$0.00	$7,448.00
291	Human Resources	$563.50	$0.00	$563.50
292	Information Technology	$24.50	$0.00	$24.50
293	Ocala Fiber Network	$269.50	$0.00	$269.50
294	OPD	$245.00	$0.00	$245.00
295	Opioid Litigation	$735.00	$0.00	$735.00
296	Real Estate	$931.00	$0.00	$931.00
297	Recreation & Parks	$269.50	$0.00	$269.50
298	Revitalization Strategies	$318.50	$0.00	$318.50
299	Risk Management	$49.00	$0.00	$49.00
300	Suntran	$24.50	$0.00	$24.50
301	Water Resources	$1,421.00	$0.00	$1,421.00
Total		$20,261.50	$0.00	$20,261.50

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 # 279
DATE 01/31/2022

TERMS Net 30

MATTER
Airport

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/10/2022	RWB: Review T-Hangar Lease Agreement for form and legality	0.10	24.50
01/12/2022	RWB: Review Cooperative Purchasing Agreement for the Purchase of Airport Pavement Marking Condition Assessment Services and/or Airport Pavement Marking and Related Services for form and legality	0.20	49.00
01/18/2022	RWB: Attend portion of Teams meeting re Burrell Aviation Lease	0.30	73.50
01/25/2022	RWB: Review telephone message from Matt Grow re Sheriff's Lease; Review and reply to emails from Attorney Clark Stillwell re RV Park Lease; Draft email to Matt re pending projects/leases	0.30	73.50
01/26/2022	RWB: Review and reply to email from Matt Grow	0.10	24.50
01/27/2022	RWB: Review Alarm Inspection Agreements for form and legality	0.10	24.50
01/28/2022	RWB: Telephone conference with Matt Grow re outstanding lease matters	0.40	98.00
01/28/2022	RWB: Telephone conferences with Attorneys Tim McCourt and Marissa Crill re Sheriff's Lease	0.40	98.00
01/31/2022	RWB: Draft email to Attorneys Tim McCourt and Marissa Crill re Sheriff's Lease	0.10	24.50
01/31/2022	RWB: Review T-Hangar Lease Agreements - Anders / Einheit for form and legality	0.10	24.50

Subtotal: 514.50

Hours Summary:
- Rob Batsel (RWB): 2.10h @$245.00 = $514.50

BALANCE DUE **$514.50**

Please make checks payable to: Gooding & Batsel, PLLC

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 # 280
DATE 01/31/2022

TERMS Net 30

MATTER
Clerk

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/12/2022	RWB: Review Partial Termination of Developer's Agreement for form and legality	0.10	24.50
01/25/2022	RWB: Review and reply to email from Attorney Clark Stillwell	0.10	24.50
01/25/2022	RWB: Research re early voting statute and city code	0.20	49.00
		Subtotal:	98.00

Hours Summary:
- Rob Batsel (RWB): 0.40h @$245.00 = $98.00

BALANCE DUE **$98.00**

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INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 281
DATE 01/31/2022

TERMS Net 30

MATTER
CMO

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/03/2022	RWB: Meeting with Attorney Pat Gilligan re Animal Control	0.20	49.00
01/03/2022	RWB: Telephone conference with Ken Whitehead re Animal Control and pending matters	0.40	98.00
01/04/2022	RWB: Telephone message for Sandra Wilson	0.10	24.50
01/07/2022	RWB: Telephone conference with County Attorney's office / message for Dana Oleski re Animal Control	0.10	24.50
01/07/2022	RWB: Review and reply to email from Attorney Dana Oleski re Animal Control	0.10	24.50
01/14/2022	RWB: Exchange emails with Asst. County Attorney Dana Olesky	0.10	24.50
01/14/2022	RWB: Research animal control; Telephone conference with Attorneys Guy Minter and Dana Oleski; Draft email to Ken Whitehead and staff re update	1.60	392.00
01/14/2022	RWB: Telephone conference with Sandra Wilson	0.20	49.00
01/18/2022	RWB: Telephone conference with Sandra Wilson; Research re remote attendance due to health emergency; Draft email to Sandra; Telephone message for Sandra	0.40	98.00
01/31/2022	RWB: Review HITS Sponsorship Agreement for form and legality	0.10	24.50
01/31/2022	RWB: Review Zoom meeting re council agenda review	0.40	98.00
			Subtotal: 906.50

Hours Summary:
- Rob Batsel (RWB): 4.10h @$245.00 = $1,004.50

BALANCE DUE **$906.50**

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BILL TO
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110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 282
DATE 01/31/2022

TERMS Net 30

MATTER
Code Enforcement Board

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/03/2022	RWB: Telephone conference with Jeff Ball re Falconer and CSX; Draft email re railroad preemption issues; Draft email to staff from various departments re railroad permitting/preemption issues	0.50	122.50
01/03/2022	RWB: Telephone conference with Pete Lee and Tim Hunt re CSX; Forward prior email re same	0.20	49.00
01/18/2022	RWB: Telephone conference with Gio re code enforcement lien and partial release; Research public records re subject property and owner	0.30	73.50
01/18/2022	RWB: Review email from Gio and attached lien and partial release (Samuel); Continue review of public records; Draft email to Gio re opinion	0.50	122.50
01/26/2022	RWB: Exchange emails with Jake Myer re code enforcement lien; Draft email to Jake and Jimmy Pogue	0.20	49.00
01/26/2022	RWB: Review additional email from Jake Myer; Draft email to Jimmy Pogue re parcels/code liens	0.10	24.50
			Subtotal: 441.00

Hours Summary:
- Rob Batsel (RWB): 1.80h @$245.00 = $441.00

BALANCE DUE **$441.00**

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BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 283
DATE 01/31/2022

TERMS Net 30

MATTER
Council

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/03/2022	WJG: Review Council agenda; Office conference with Attorneys Pat Gilligan and Rob Batsel re same	0.40	98.00
01/03/2022	RWB: Attend meeting with Attorneys Jimmy Gooding and Pat Gilligan re agenda review; Review 1/4 agenda packet	2.10	514.50
01/04/2022	RWB: Continue review of city council agenda packet; Discussion with Attorney Pat Gilligan re same	0.60	147.00
01/12/2022	RWB: Office conference with Councilwoman Dreyer	1.80	441.00
01/14/2022	RWB: Office conference with Attorney Jimmy Gooding re council agenda review	0.30	73.50
01/14/2022	WJG: Review Council agenda and office conference with Rob Batsel re same; Attend CMO Zoom meeting re same	0.90	220.50
01/17/2022	RWB: Continue review of council agenda packet	1.30	318.50
01/18/2022	WJG: Prepare for and attend City Council meeting	2.60	637.00
01/25/2022	RWB: Telephone conference with Councilman Mansfield	0.20	49.00
01/25/2022	RWB: Telephone message for Councilman Hilty re workshop	0.10	24.50
01/25/2022	RWB: Attend city council workshop	1.30	318.50
01/31/2022	RWB: Attend meeting with Attorneys Pat Gilligan and Jimmy Gooding re council agenda review	0.30	73.50
01/31/2022	RWB: Review city council agenda packet	1.30	318.50
			Subtotal: 3,234.00

Hours Summary:
- Rob Batsel (RWB): 9.80h @$245.00 = $2,401.00
- Jimmy Gooding (WJG): 3.90h @$245.00 = $955.50

BALANCE DUE **$3,234.00**

Please make checks payable to: Gooding & Batsel, PLLC

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BILL TO
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110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 284
DATE 01/31/2022

TERMS Net 30

MATTER
Discount Sleep

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/03/2022	RWB: Review Motion to Tax Costs in preparation for hearing; Review emails from Attorney Jason Zimmerman re his draft proposed order and Attorney Schroth's proposed order together with drafts; Telephone conference with Jason; Draft email to Jason	0.70	171.50
01/03/2022	RWB: Review Plaintiff's Motion to Approve Class Notice of Final Hearing and Memorandum of Law	0.40	98.00
01/03/2022	RWB: Review Plaintiff's Motion to Disburse Attorney's Fees, Costs, Class Rep Service Awards, and Class Refunds and Incorporated Memorandum of Law	1.40	343.00
01/03/2022	RWB: Review Order re Cancellation of Hearing; Review Judgment for Taxable Costs	0.10	24.50
01/04/2022	RWB: Meeting with Attorney Pat Gilligan re pending motions and judgment	0.20	49.00
01/13/2022	RWB: Review emails from Attorneys Savannah Clifton and Derek Schroth; Telephone conference with Savannah	0.20	49.00
01/13/2022	RWB: Telephone conference with Bill Kauffman	0.20	49.00
01/13/2022	RWB: Review Discount Sleep file and recent motions; Telephone conference with Attorneys Jason Zimmerman and Savannah Clifton; Draft email to Lori Boley and staff re shade meeting	1.30	318.50
01/13/2022	RWB: Review and reply to emails from court reporter re shade meeting	0.10	24.50
01/14/2022	RWB: Review email from Attorney Derek Schroth; Draft email to Attorneys Jason Zimmerman and Savannah Clifton	0.20	49.00
01/14/2022	RWB: Telephone conference with Councilman Musleh; Draft email to Attorneys Jason Zimmerman and Savannah Clifton; Review emails from Savannah and Attorney Derek Schroth re Motion for Extension and proposed order	0.40	98.00
01/17/2022	RWB: Review emails re outstanding motions; Telephone conference with Attorney Jason Zimmerman	0.40	98.00
01/17/2022	RWB: Review email from Attorney Savannah Clifton; Draft email to Savannah and city staff re wire for non-taxable costs	0.20	49.00
01/18/2022	RWB: Review and reply to emails from Tammi Haslam and Bill Kauffman re wire for nontaxable costs	0.10	24.50

DATE	DESCRIPTION	HRS	AMOUNT
01/18/2022	RWB: Review file in preparation for shade meeting; Telephone conference with Attorney Jason Zimmerman re same	0.50	122.50
01/18/2022	RWB: Telephone conference with Councilman Musleh and Attorney Jason Zimmerman	0.40	98.00
01/18/2022	RWB: Attend shade meeting	0.70	171.50
			Subtotal: 1,837.50

Hours Summary:
- Rob Batsel (RWB): 7.50h @$245.00 = $1,837.50

BALANCE DUE **$1,837.50**

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BILL TO
City of Ocala
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Ocala, FL 34471

INVOICE # 285
DATE 01/31/2022

TERMS Net 30

MATTER
Electric

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/04/2022	RWB: Review Milsoft Utility Solutions Subscription Agreement for form and legality	0.10	24.50
01/31/2022	RWB: Review Tri-Party Net-Metering Power Purchase Agreements for form and legality	0.10	24.50
01/31/2022	RWB: Review Relocation and Business Guide Advertising Agreement for form and legality	0.10	24.50
			Subtotal: 73.50

Hours Summary:
- Rob Batsel (RWB): 0.30h @$245.00 = $73.50

BALANCE DUE **$73.50**

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BILL TO
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INVOICE # 286
DATE 01/31/2022

TERMS Net 30

MATTER
Engineering

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/04/2022	RWB: Review Locally Funded Agreement with DOT re Signals and Crosswalks at 40 and 492 for form and legality	0.30	73.50
01/05/2022	RWB: Review emails from Rodney Rogers and Oscar Tovar re encroachment	0.10	24.50
01/10/2022	RWB: Review and reply to email from Attorney Tom Ranew re Hidden Village; Exchange follow up emails	0.20	49.00
01/24/2022	RWB: Review emails from Oscar Tovar and Siglinda Vaneldik together with survey and easement sketch; Draft reply to city staff re status	0.20	49.00
01/25/2022	RWB: Review emails from Joe Switt, Pete Lee and Sean Lanier together with attached P&S Agreement and exhibits re 44th Ave DRA	0.50	122.50
01/25/2022	RWB: Attend Zoom meeting re 44th Ave DRA with Pete Lee, Aubrey Hale, Oscar Tovar and Joe Switt	0.90	220.50
			Subtotal: 539.00

Hours Summary:
- Rob Batsel (RWB): 2.20h @$245.00 = $539.00

BALANCE DUE **$539.00**

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INVOICE

BILL TO
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110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 287
DATE 01/31/2022

TERMS Net 30

MATTER
Finance

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/21/2022	RWB: Review HGAC Consulting Agreement - Witt O'Briens LLC for form and legality; Draft email to Daphne Robinson re same	0.20	49.00
			Subtotal: 49.00

Hours Summary:
- Rob Batsel (RWB): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

Gooding & Batsel, PLLC
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INVOICE

BILL TO
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110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 288
DATE 01/31/2022

TERMS Net 30

MATTER
Fire Department

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/20/2022	RWB: Carlton Arms Bond Validation - Review emails from Rob Kelley; Draft email to Rob; Review file in preparation for call with ACE re insurer role moving forward	0.50	122.50
01/20/2022	RWB: Attend conference call with Ken Clements, Adjuster Karen Kranson, and Attorney Pat Gilligan re status of Carlton Arms	0.30	73.50
			Subtotal: 196.00

Hours Summary:
- Rob Batsel (RWB): 0.80h @$245.00 = $196.00

BALANCE DUE **$196.00**

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INVOICE

BILL TO
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Ocala, FL 34471

INVOICE # 289
DATE 01/31/2022

TERMS Net 30

MATTER
Fleet

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/05/2022	RWB: Review Agreement to Provide Consignment Agricultural and Landscaping Parts Inventory Services for form and legality	0.20	49.00
01/27/2022	RWB: Review Second Amendment to Agreement for Wrecker and Towing Services for form and legality	0.10	24.50
			Subtotal: 73.50

Hours Summary:
- Rob Batsel (RWB): 0.30h @$245.00 = $73.50

BALANCE DUE **$73.50**

Please make checks payable to: Gooding & Batsel, PLLC

Gooding & Batsel, PLLC
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INVOICE

BILL TO
City of Ocala
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Ocala, FL 34471

INVOICE # 290
DATE 01/31/2022

TERMS Net 30

MATTER
Growth Management

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/04/2022	RWB: Review Lake Louise emails and materials; Forward to Attorney Pat Gilligan	0.10	24.50
01/04/2022	RWB: Telephone conference with Pete Lee re Albright Concurrency Agreement; Review same and file materials; Research public records re Moody easement; Office conference with Attorney Jimmy Gooding; Telephone conference with Jimmy and Tye Chighizola	0.70	171.50
01/04/2022	RWB: Review emails from / telephone conferences with Aubrey Hale and attachments re Albright access easement; Research re proportionate share / impact fee credits; Telephone conference with Chris Roper; Revise Albright Concurrency Agreement; Draft email to Chris and staff re redline and revised draft	0.90	220.50
01/04/2022	WJG: Office conference with Rob Batsel concerning Albright Concurrency Agreement and access easement issues; Review emails re same; Telephone conference with Chris Roper re same; Draft email to Angel Jacobs concerning same; Office conference with Pat Gilligan concerning same	1.20	294.00
01/04/2022	RWB: Albright - Telephone conference with Attorney Chris Roper	0.20	49.00
01/04/2022	RWB: Albright - Telephone conference with Attorney Jimmy Gooding re revised terms	0.10	24.50
01/04/2022	RWB: Albright - Telephone conference with Attorney Fred Roberts re Trimcor objection; Review email from Fred re same	0.30	73.50
01/04/2022	RWB: Albright - Telephone conference with Aubrey Hale	0.20	49.00
01/04/2022	RWB: Albright - Telephone conference with Attorney Pat Gilligan prior to city council	0.10	24.50
01/05/2022	RWB: Albright - Telephone conference with Aubrey Hale; Draft email to staff re status and meeting	0.60	147.00
01/05/2022	WJG: RGI - Complete revisions to Country Green Concurrency Agreement, Wintergreen Concurrency Agreement and Donation Agreement; Draft email to participants re same; Draft email to Bill Perry re KAS; Telephone conference with Bill's office re same; Obtain additional information for Bill re KAS; Draft email to Bill re same; Begin working on exhibits	4.10	1,004.50
01/06/2022	WJG: RGI - Continue working on exhibits	0.50	122.50
01/07/2022	RWB: Review message re missed call from Patti Hithcock; Review	0.50	122.50

DATE	DESCRIPTION	HRS	AMOUNT
	reasonable accommodation file and prior emails; Draft email to Patti; Continue review of Orange City materials; Telephone message for Patti		
01/07/2022	RWB: Telephone conference with Patti Hitchcock	0.30	73.50
01/11/2022	WJG: Heath Brook Road - Prepare for and attend out of office conference with Sandra Wilson, Tye Chighizola, Pete Lee, Randy Hahn and Doug Peebles concerning powerline options; Begin drafting letter to Chris Roper and Elton Holland re same	1.70	416.50
01/11/2022	WJG: RGI - Telephone calls with and exchange emails with Tye Chighizola concerning status and revised documents; Telephone conference with Bill Perry's office re same	0.40	98.00
01/13/2022	RWB: Telephone conference with Pete Lee re 44th Ave	0.30	73.50
01/13/2022	WJG: RGI - Review emails from Gary Edinger and Tye Chighizola concerning issues on Donation Agreement and information concerning Developer; Coordinate Teams meeting for January 14	0.30	73.50
01/13/2022	RWB: Telephone conference with Pete Lee; Telephone conference with Patti Hitchcock re request for accommodation; Draft email to Attorney Tom Dobbins	0.30	73.50
01/14/2022	RWB: Review letter from Glenda Vietinghoff (Raven Glen); Review file re requests for accommodation; Draft email to Attorney Tom Dobbins	0.30	73.50
01/14/2022	WJG: RGI - Revise Property Donation Agreement and Concurrency Agreements; Exchange emails with Gary Edinger and Tye Chighizola concerning Property Donation Agreement; Teams meeting with Tye and Gary re same; Draft email to developer reps and City participants concerning revised documents	1.20	294.00
01/15/2022	WJG: RGI - Telephone conference with Bill Perry re Carll agreements, and prior KAS Road and Concurrency Agreements; Research same; Post same to Dropbox; Draft email to Bill re same	0.90	220.50
01/17/2022	WJG: RGI - Review contracts and preparation for January 18 City Council meeting; Telephone conference with Bill Perry re review of documents from KAS Prospective; Review email from Gary Edinger concerning pulling contracts off of agenda; Draft email to City staff re same; Draft email to Bill Perry re same; Telephone conference with Tye Chighizola re same	1.20	294.00
01/18/2022	WJG: RGI - Exchange emails with Gary Edinger re postponement; Exchange voicemails re same; Telephone conference with Gary re same; Telephone conference with Tye Chighizola re same and re action at Council meeting; Telephone conference with Gary Edinger re same	0.80	196.00
01/18/2022	RWB: Review Albright Concurrency Agreement; Attend Teams meeting with applicant, Attorney Chris Roper, and city staff	1.50	367.50
01/19/2022	RWB: Albright - Review Traffic Impact Analysis	0.60	147.00
01/19/2022	WJG: RGI - Review emails from and telephone conference with Gary Edinger concerning withdrawal as counsel for Don Carll; Telephone conference with Pete Lee re same; Zoom conference with City staff re same and re City alternatives	0.70	171.50
01/20/2022	WJG: RGI - Attempt to telephone Don Carll; Complete letter to Don Carll concerning amendments and possibility of eminent domain; Draft email to Don re same	0.60	147.00
01/24/2022	RWB: Review email from Rusella Bowes-Johnson; Instructions to paralegal re Developers Agreement	0.10	24.50
01/25/2022	RWB: Review email and agenda from Rick Busche re Winding Oaks	0.10	24.50

DATE	DESCRIPTION	HRS	AMOUNT
01/26/2022	RWB: Telephone conference with Pete Lee (partial)	0.20	49.00
01/26/2022	RWB: Review email from Tye Chighizola re Boyd; Review file re operative agreement; Review public and official records; Draft email to Tye	0.40	98.00
01/26/2022	RWB: Prepare and attend meeting at CEP re Winding Oaks	1.90	465.50
01/26/2022	RWB: Albright - Discussion with Amber Gartner	0.20	49.00
01/26/2022	RWB: Review email from Patti Hitchcock; Draft email to Magistrate Dobbins re reasonable accommodation procedure	0.10	24.50
01/26/2022	RWB: Draft email to Randy Hahn re Winding Oaks/SECO; Draft email to Attorney Tim Haines re Brunetti easements	0.20	49.00
01/27/2022	WJG: RGI - Exchange text with Don Carll concerning status; Draft email to City staff re same; Telephone conversation with Don re same; Draft email to City staff re same	0.80	196.00
01/27/2022	RWB: Telephone conference with Attorney Tim Haines re Winding Oaks	0.30	73.50
01/27/2022	RWB: Review emails re Boyd / Scott Springs property; Telephone conference with Tye Chighizola; Review Amendment to PUD Development Agreement; Draft email to Attorney Snow Boyd	0.40	98.00
01/28/2022	WJG: 49th - Office conference with Pete Lee and Rob Batsel re Winding Oaks and 49th; Telephone conferences with Sean Lanier, Thad Boyd and Rick Busche re same; Research re property info	1.20	294.00
01/28/2022	RWB: Winding Oaks - Exchange emails with Attorney Tim Haines and Rick Busche; Review attached Agreements and ROW plans for offsite improvements (Brunetti / Ocala Trophy); Office conference with Pete Lee and Attorney Jimmy Gooding	1.30	318.50
01/29/2022	WJG: 49th - Review emails from Rick Busche and Joe Krim re lift station and Ridge Phases locations; Draft email to Pete Lee, Sean Lanier and Rob Batsel re same	0.30	73.50
01/31/2022	RWB: Review Agreement for Demolition and Removal of Structure for form and legality	0.10	24.50
01/31/2022	RWB: Review and reply to email from Attorney Chris Roper re Albright	0.10	24.50
01/31/2022	RWB: Attend Teams meeting with Joe Switt and Aubrey Hale re Imagine North Magnolia replat; Review boundaries and subject ROW/alley	0.50	122.50
01/31/2022	RWB: Reasonable Accommodations - Review email from Magistrate Dobbins; Review file and prior emails/research re procedural issues	0.40	98.00
01/31/2022	RWB: Albright - Review email from Amber Gartner together with attached additional Traffic Study	0.50	122.50
01/31/2022	RWB: Albright - Review email and redline Concurrency Agreement from Attorney Chris Roper; Telephone conference with Chris	0.70	171.50
		Subtotal:	7,448.00

Hours Summary:
- Jimmy Gooding (WJG): 15.90h @$245.00 = $3,895.50
- Rob Batsel (RWB): 14.50h @$245.00 = $3,552.50

BALANCE DUE **$7,448.00**

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Ocala, FL 34471
(352) 579-1290

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BILL TO
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Ocala, FL 34471

INVOICE # 291
DATE 01/31/2022

TERMS Net 30

MATTER
Human Resources

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/06/2022	RWB: Review and reply to email from Daphne Robinson; Review First Addendum to Master Services Agreement - Gradifi for form and legality	0.10	24.50
01/06/2022	RWB: Review email from Daphne Robinson; Review Proposal for Pension Actuarial Consulting Services - GRS Retirement for form and legality; Draft reply	0.20	49.00
01/07/2022	RWB: Review email chain from Daphne Robinson and GRS Consulting re revisions; Draft reply; Approve revised Proposal for pension Actuarial Consulting Services for form and legality	0.20	49.00
01/25/2022	RWB: Review emails from Attorney Pat Gilligan and Chris Watt together with attachments re employee ethics complaint; Review city code and prior council minutes; Office conference with Pat	0.70	171.50
01/25/2022	RWB: Attend portion of meeting with employee and Attorney Pat Gilligan re ethics complaint	0.20	49.00
01/26/2022	RWB: Review email from Chris Watt re Florida Blue contract; Review recent draft, notes from negotiations, and prior drafts/revisions; Draft email to Chris re approval for form and legality	0.40	98.00
01/26/2022	RWB: Review email from Chris Watt; Review General Employees' Pension Plan Funding Impact Associated with Proposed Assumption Change for form and legality; Draft reply	0.10	24.50
01/26/2022	RWB: Search files/emails re "Boot Barn"; Draft email to Chris Watt	0.10	24.50
01/31/2022	RWB: Review emails from Chris Watt and Daphne Robinson re contract status; Review HelloSign queue; Draft email to Daphne and Chris	0.10	24.50
01/31/2022	RWB: Review and reply to emails from Chris Watt and Patti Lewis re Boot Barn contract	0.10	24.50
01/31/2022	RWB: Review VantageTrust II Participation Agreement for form and legality	0.10	24.50

Subtotal: 563.50

Hours Summary:
- Rob Batsel (RWB): 2.30h @$245.00 = $563.50

BALANCE DUE **$563.50**

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INVOICE # 292
DATE 01/31/2022

TERMS Net 30

MATTER
Information Technology

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/14/2022	RWB: Review KnoeBe4 Subscription Agreement Renewals for form and legality	0.10	24.50
			Subtotal: 24.50

Hours Summary:
- Rob Batsel (RWB): 0.10h @$245.00 = $24.50

BALANCE DUE **$24.50**

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INVOICE # 293
DATE 01/31/2022

TERMS Net 30

MATTER
Ocala Fiber Network

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/04/2022	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
01/05/2022	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
01/05/2022	RWB: Review Co-Location Services and Lease Agreement for form and legality	0.10	24.50
01/10/2022	RWB: Review Fiber Optic Lease Agreement for form and legality	0.10	24.50
01/27/2022	RWB: Review Non-Disclosure Agreement with Summit Broadband; Review and reply to email from Daphne Robinson and staff	0.20	49.00
01/27/2022	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
01/31/2022	RWB: Bulk review of Fiber Optic Lease Agreements for form and legality	0.20	49.00
01/31/2022	RWB: Review Consent to Access Property with Fiber Optic Lease Agreement for form and legality; Draft email to Daphne Robinson re legal sufficiency	0.20	49.00
			Subtotal: 269.50

Hours Summary:
- Rob Batsel (RWB): 1.10h @$245.00 = $269.50

BALANCE DUE **$269.50**

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INVOICE # 294
DATE 01/31/2022

TERMS Net 30

MATTER
OPD

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/05/2022	RWB: Review Victims of Crimes Grant Agreement for form and legality	0.20	49.00
01/06/2022	RWB: Review Enterprise Software License Agreement for form and legality	0.20	49.00
01/06/2022	RWB: Review ArchiveSocial Enterprise Software License Agreement for form and legality	0.20	49.00
01/26/2022	RWB: Review emails re Truce Software Agreement and prior redlines/revisions; Draft email to Attorney Jonathan Lieberman re status/redlines and requesting discussion	0.20	49.00
01/27/2022	RWB: Review Victims of Crime Act (VOCA) Grant Agreement for form and legality	0.20	49.00
			Subtotal: 245.00

Hours Summary:
- Rob Batsel (RWB): 1.00h @$245.00 = $245.00

BALANCE DUE **$245.00**

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INVOICE # 295
DATE 01/31/2022

TERMS Net 30

MATTER
Opioid Litigation

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/11/2022	RWB: Telephone conference with Assistant County Attorney Russell Ward re Interlocal Agreement re opioid settlement proceeds	0.20	49.00
01/14/2022	RWB: Telephone conference with Attorneys Guy Minter and Dana Oleski; Review opioid file, draft interlocal agreement, and memo from Daphne Robinson; Draft email to staff	1.10	269.50
01/14/2022	RWB: Telephone conference with Attorney Russell Ward	0.20	49.00
01/19/2022	RWB: Review emails from Attorney Russell Ward; Draft email to city staff re draft interlocal agreement; Research National Opioid Settlement website materials; Draft email to Attorney Eric Romano re deadline and terms of interlocal	0.90	220.50
01/21/2022	RWB: Review and reply to email from Attorney Eric Romano; Draft email to Attorneys Russell Ward and Guy Minter re interlocal agreement	0.20	49.00
01/26/2022	RWB: Review emails from Attorney Russell Ward and revised Interlocal Agreement; Review emails from staff; Draft update email to city staff	0.40	98.00
			Subtotal: 735.00

Hours Summary:
- Rob Batsel (RWB): 3.00h @$245.00 = $735.00

BALANCE DUE **$735.00**

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DATE 01/31/2022

TERMS Net 30

MATTER
Real Estate

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/06/2022	RWB: Review email from Tracy Taylor; Review FDOT Joint Use Agreement / Easement for DRA; Draft reply to Tracy and copy Pete Lee re related issue	0.20	49.00
01/06/2022	RWB: Review and revise Mt. Moriah Purchase and Sale Agreement; Research public records re same; Telephone message for Tracy Taylor; Telephone conference with Joe Switt; Complete revisions; Draft email to Tracy and Joe	0.70	171.50
01/07/2022	RWB: Wooten swap - Draft/revise closing docs; Draft email to Tracy Taylor and Joe Switt re outstanding issues; Continue drafting/revising and title review; Telephone conference with Joe; Continue drafting	1.20	294.00
01/10/2022	RWB: Review and mark-up Wooten closing docs; Exchange emails to Joe Switt	0.30	73.50
01/12/2022	RWB: Office conference re Wooten closing	0.10	24.50
01/12/2022	RWB: Review and reply to email from Attorney Tim Haines / Tracy Taylor re Einheit deeds	0.10	24.50
01/17/2022	RWB: Review invoice re Wooten; Instructions to paralegal re notice to Joe Switt	0.10	24.50
01/20/2022	RWB: Telephone conference with Pete Lee re 44th Ave.	0.20	49.00
01/21/2022	RWB: Review Mikula Purchase Agreement and draft deed; Review and reply to email from Heidi Carlman	0.20	49.00
01/26/2022	RWB: Review Mt. Moriah file and emails; Draft email to Pete Lee re revised contract	0.20	49.00
01/31/2022	RWB: Telephone conference with Tracy Taylor re Gator Trailers deeds	0.10	24.50
01/31/2022	RWB: Review email from Tracy Taylor; Review Baker / Gator Trailers deeds for form and legality; Draft reply	0.20	49.00
01/31/2022	RWB: Telephone conference with Attorney Tim Haines re Gator Trailers	0.10	24.50
01/31/2022	RWB: Telephone conference with Tracy Taylor re Gator Trailers	0.10	24.50
			Subtotal: 931.00

Hours Summary:
- Rob Batsel (RWB): 3.80h @$245.00 = $931.00

BALANCE DUE

$931.00

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INVOICE # 297
DATE 01/31/2022

TERMS Net 30

MATTER
Recreation & Parks

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/04/2022	RWB: Review Agreement for Artwork Loan and Display for form and legality	0.10	24.50
01/05/2022	RWB: Review First Amendment to Agreement for Artwork Loan and Display for form and legality	0.10	24.50
01/05/2022	RWB: Review Agreements for Artwork Loan and Display for form and legality	0.10	24.50
01/12/2022	RWB: Review Agreement for Artwork Loan and Display for form and legality	0.10	24.50
01/14/2022	RWB: Review Agreements for Artwork Loan and Display for form and legality	0.10	24.50
01/27/2022	RWB: Review Sponsorship Agreement for Future Stars Youth Sports - Advent Health for form and legality	0.10	24.50
01/27/2022	RWB: Review Agreements for Artwork Loan and Display for form and legality	0.10	24.50
01/31/2022	RWB: Review Agreement for Performance Services for form and legality	0.10	24.50
01/31/2022	RWB: Review Services Agreement for Resurfacing Ft. King Tennis Courts for form and legality	0.10	24.50
01/31/2022	RWB: Review Agreement for Provision of Mechanical Bull Ride Services for form and legality	0.10	24.50
01/31/2022	RWB: Review Agreement for the Commission of Public Artwork - Suspension Installation for form and legality	0.10	24.50
			Subtotal: 269.50

Hours Summary:
- Rob Batsel (RWB): 1.10h @$245.00 = $269.50

BALANCE DUE **$269.50**

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INVOICE # 298
DATE 01/31/2022

TERMS Net 30

MATTER
Revitalization Strategies

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/25/2022	WJG: Fire Station - Review emails from Ted Schatt re adequate assurance; Telephone conference with Tom McDonald re same; Review bond; Research re state payment bonds	0.70	171.50
01/26/2022	WJG: Fire Station - Telephone conversation with Ted Schatt re adequate assurance; Begin revising bond re same	0.60	147.00
			Subtotal: 318.50

Hours Summary:
- Jimmy Gooding (WJG): 1.30h @$245.00 = $318.50

BALANCE DUE **$318.50**

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INVOICE # 299
DATE 01/31/2022

TERMS Net 30

MATTER
Risk Management

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/20/2022	RWB: Review Case Status Report from Attorney Pat Gilligan and council memo	0.20	49.00
			Subtotal: 49.00

Hours Summary:
- Rob Batsel (RWB): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

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INVOICE # 300
DATE 01/31/2022

TERMS Net 30

MATTER
Suntran

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/14/2022	RWB: Review email from FACES TrAMS account; Exchange emails with David Boston	0.10	24.50
		Subtotal:	24.50

Hours Summary:
- Rob Batsel (RWB): 0.10h @$245.00 = $24.50

BALANCE DUE **$24.50**

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BILL TO
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110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 301
DATE 01/31/2022

TERMS Net 30

MATTER
Water Resources

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
01/05/2022	RWB: Review Second Amendment to Agreement for Water Resources Improvement Program for form and legality	0.10	24.50
01/10/2022	RWB: Review and reply to email from Murray Hamilton	0.10	24.50
01/12/2022	RWB: Attend Teams meeting with Murray Hamilton, Henry Thomas, Sean Lanier and Rusella Bowes-Johnson re water and sewer rates and impact fees; Attend post-meeting with Sean and Rusella re same and other pending projects	2.30	563.50
01/20/2022	RWB: Trinity Catholic - Office conference with Paul Miranda and Gilbert Martinez; Review emails and recent drafts of DRA Agreement; Review title commitment and back-up; Revise draft agreement; Telephone conference with Sean Lanier and Rusella Bowes-Johnson; Draft email to entire group re status	2.10	514.50
01/21/2022	RWB: Trinity Catholic - Review email from Attorney Jessica McGinnes; Review aerials, legals and plans re City Property improvements; Draft email to city staff and Jessica re proposed language	0.50	122.50
01/26/2022	RWB: Review email from Rusella Bowes-Johnson and Resolution authorizing city engineer to execute certain grant amendments; Draft reply	0.10	24.50
01/27/2022	RWB: Trinity Catholic - Review emails from Sean Lanier, Rusella Bowes-Johnson, Pam Omichinski and Attorney Jessica McGinnis; Review updated draft and redline; Draft email to city staff and TC team re status update and final drafts	0.40	98.00
01/31/2022	RWB: Review FEMA Sub-Recipient Agreement - Hazard Mitigation Grant for NE 16th Ave Drainage for form and legality	0.20	49.00
			Subtotal: 1,421.00

Hours Summary:
- Rob Batsel (RWB): 5.80h @$245.00 = $1,421.00

BALANCE DUE **$1,421.00**

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Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave
Ocala, FL 34471

Statement #1725

City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

Date: 2/4/2022

Invoice	Matter	Fees	Expenses	Amount
64413	Cason, La-Shawn	$24.50	$0.00	$24.50
64414	Discount Sleep	$159.25	$523.50	$682.75
64415	Felicien, Phillip	$98.00	$315.00	$413.00
64416	Magliolo, Daniel	$2,131.50	$0.00	$2,131.50
64417	Berkeley Pointe Apartments - NAB	$49.00	$0.00	$49.00
64418	Cruce, Franklin	$3,295.25	$0.00	$3,295.25
64419	Council	$1,114.75	$0.00	$1,114.75
64420	Risk Management	$980.00	$0.00	$980.00
64421	OPD	$2,045.75	$0.00	$2,045.75
64422	Code Enforcement Board	$710.50	$0.00	$710.50
64423	Barnes, Joyce Estate of	$1,053.50	$0.00	$1,053.50
64424	Ocala Petro, Inc.	$1,249.50	$0.00	$1,249.50
64425	Fierro, Malia	$98.00	$0.00	$98.00
64426	Growth Management	$24.50	$0.00	$24.50
64427	Livengood, Alexandra	$73.50	$0.00	$73.50
64428	Joseph, Edwin	$24.50	$0.00	$24.50
64429	Mathis, De'yunta	$24.50	$0.00	$24.50
64430	Finance	$24.50	$0.00	$24.50
64431	Previlon, Jonas	$24.50	$0.00	$24.50
64432	Clerk	$171.50	$0.00	$171.50
64433	Human Resources	$85.75	$0.00	$85.75
64434	Electric	$49.00	$0.00	$49.00
64435	Frederick, Brian Thomas	$24.50	$0.00	$24.50
Total		$13,536.25	$838.50	$14,374.75

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110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64423
DATE 01/31/2022

MATTER
Barnes, Joyce Estate of

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/05/2022	CAA: Attempt contact with opposing counsel about potential settlement	0.10	24.50
01/11/2022	CAA: Telephone call with opposing counsel about potential settlement	0.30	73.50
01/19/2022	CAA: Review code enforcement file; Review title search materials; Office conference with paralegal about search materials and service of parties; Review and respond to email from opposing counsel about same	2.80	686.00
01/20/2022	CAA: Review court docket and prepare for case management conference	0.20	49.00
01/20/2022	CAA: Attend case management conference	0.50	122.50
01/20/2022	CAA: Telephone call with Attorney Howard Rosenblatt about withdrawal of representation	0.20	49.00
01/24/2022	CAA: Telephone call with opposing counsel about title commitment and value of property	0.20	49.00
			Subtotal: 1,053.50
	====== Services (Not Billed)		
01/20/2022	PCE: Meeting with Attorney Chris Anderson regarding chain of title for Mack family and cloud on title from Delores Nicholas's via her Petition for Summary Admin for Daisy Tarver; Phone conference with Tracy Abshier at First American regarding additional deeds given to us by Attorney Howard Rosenblatt and how they fit in with the subject property	0.60	0.00
			Subtotal: 0.00

Hours Summary:
- Christopher Anderson (CAA): 4.30h @$245.00 = $1,053.50

BALANCE DUE **$1,053.50**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

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BILL TO
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Ocala, FL 34471

INVOICE # 64417
DATE 01/31/2022

MATTER
Berkeley Pointe Apartments -...

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/31/2022	GPW: Office conferences with City Paralegal Shannon Crandall re phone calls with and materials sent by Captain Keuntjes re Berkeley Point nuisance cases and next steps	0.20	49.00
			Subtotal: 49.00

Hours Summary:
- GPW- PGG (GPW): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

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INVOICE # 64413
DATE 01/31/2022

MATTER
Cason, La-Shawn

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/06/2022	GPW: Office conference with Attorney Patrick Gilligan re status and sending Cason letter	0.10	24.50
			Subtotal: 24.50
	====== Expenses		
02/16/2021	APEX - Serve La-Shawn Cason with order to show cause		0.00
			Subtotal: 0.00

Hours Summary:
- GPW- PGG (GPW): 0.10h @$245.00 = $24.50

BALANCE DUE **$24.50**

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INVOICE # 64432
DATE 01/31/2022

MATTER
Clerk

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/06/2022	PGG: Review Public Records Act request concerning Luebke and McArdle cases; Office conference with Paralegal about same; Search records and Instructions to Paralegal about response	0.50	122.50
01/06/2022	GPW: Office conference with City Paralegal Shannon Crandall re public records request re memorandums to City Council re Luebke and Sona cases	0.20	49.00
			Subtotal: 171.50

Hours Summary:
- Patrick Gilligan (PGG): 0.50h @$245.00 = $122.50
- GPW- PGG (GPW): 0.20h @$245.00 = $49.00

BALANCE DUE **$171.50**

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INVOICE # 64422
DATE 01/31/2022

MATTER
Code Enforcement Board

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/12/2022	CAA: Review agenda for upcoming meeting	0.10	24.50
01/13/2022	CAA: Travel to and attend code enforcement board meeting	2	490.00
01/24/2022	CAA: Ray Cates - Review code enforcement materials related to potential release of lien	0.70	171.50
01/25/2022	CAA: Telephone call with City staff about cross-attached liens	0.10	24.50
			Subtotal: 710.50

Hours Summary:
- Christopher Anderson (CAA): 2.90h @$245.00 = $710.50

BALANCE DUE **$710.50**

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INVOICE # 64419
DATE 01/31/2022

MATTER
Council

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/03/2022	PGG: Review Council agenda; Office conference with Attorney Rob Batsel and Attorney Jimmy Gooding to review agenda; Attend City Manager's council agenda review	1.35	330.75
01/04/2022	PGG: Prepare and attend council	2.20	539.00
01/04/2022	PGG: Read email from Attorney Rob Batsel about annexation issue on agenda concerning enclave issues; Read email from Attorney Rob Batsel about Albright Concurrency Development Agreement; Read email from Albright's attorney about changes to agreement	0.35	85.75
01/19/2022	PGG: Draft Council Memorandum for Quarterly Litigation Report	0.25	61.25
01/31/2022	PGG: Review Council Agenda; Office conference with Attorney Rob Batsel and Attorney Jimmy Gooding to review agenda	0.40	98.00
			Subtotal: 1,114.75

Hours Summary:
- Patrick Gilligan (PGG): 4.55h @$245.00 = $1,114.75

BALANCE DUE **$1,114.75**

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INVOICE # 64418
DATE 01/31/2022

MATTER
Cruce, Franklin

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/03/2022	GPW: Office conference with City Paralegal Shannon Crandall re documents received from Cruce; Review documents; Instructions to City Paralegal Shannon Crandall re next steps	0.20	49.00
01/04/2022	GPW: Update case diary	0.10	24.50
01/18/2022	PGG: Office conference with Attorney Gwendolyn P. Williams about trial preparation	0.35	85.75
01/18/2022	GPW: Begin preparation for trial; Office conference with Attorney Patrick Gilligan re same	2.10	514.50
01/25/2022	GPW: Office conference with City Paralegal Shannon Crandall re scheduling telephone conference with witness; Office conference with Attorney Patrick Gilligan re witness preparation and exhibits; Office conference with City Paralegal Shannon Crandall re trial notebook; Continue preparation for trial	1.20	294.00
01/25/2022	PGG: Office conference with Attorney Gwendolyn P. Williams about trial strategy and preparation	0.20	49.00
01/26/2022	GPW: Continue preparation for trial	2.60	637.00
01/27/2022	GPW: Telephone conference with Doug Peebles to go over direct examination	1	245.00
01/27/2022	GPW: Continue drafting notes re opening, closing, and direct examination of witnesses; Office conference with Attorney Patrick Gilligan re strategy on direct examinations, and attorneys' fees clauses and statutes	4	980.00
01/31/2022	GPW: Prepare for and attend trial; Office conference with City Paralegal Shannon Crandall re drafting judgment and affidavit of costs	1.70	416.50
			Subtotal: 3,295.25

Hours Summary:
- GPW- PGG (GPW): 12.90h @$245.00 = $3,160.50
- Patrick Gilligan (PGG): 0.55h @$245.00 = $134.75

BALANCE DUE **$3,295.25**

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INVOICE # 64414
DATE 01/31/2022

MATTER
Discount Sleep

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/04/2022	PGG: Office conference with Attorney Rob Batsel about pending motions, fee request and City response	0.30	73.50
01/19/2022	PGG: Telephone conference with Ken Clements about case status of Discount Sleep	0.15	36.75
01/28/2022	CAA: Review notice for hearing on notice to class members; Draft email to Attorney Rob Batsel about same	0.20	49.00
			Subtotal: 159.25
	====== Expenses		
01/17/2022	Owen & Associates: Shade meeting transcription 12/14/21		274.50
01/25/2022	Owen & Associates: 1/8/22 Shade meeting and transcript		249.00
			Subtotal: 523.50

Hours Summary:
- Patrick Gilligan (PGG): 0.45h @$245.00 = $110.25
- Christopher Anderson (CAA): 0.20h @$245.00 = $49.00

BALANCE DUE **$682.75**

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INVOICE # 64434
DATE 01/31/2022

MATTER
Electric

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/04/2022	PGG: Review Utility Services Apprenticeship Agreement For form and legality; Instructions to Paralegal	0.20	49.00
			Subtotal: 49.00

Hours Summary:
- Patrick Gilligan (PGG): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

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INVOICE # 64415
DATE 01/31/2022

MATTER
Felicien, Phillip

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/06/2022	GPW: Office conference with Attorney Patrick Gilligan re case status and updating case diary	0.10	24.50
01/07/2022	GPW: Update case diary; Email City Paralegal Shannon Crandall re calendering response	0.10	24.50
01/19/2022	PGG: Update case diary	0.10	24.50
01/19/2022	GPW: Email correspondence with City Paralegal Shannon Crandall re case diary update and status of service	0.10	24.50
			Subtotal: 98.00
	====== Expenses		
01/05/2022	Marion County Clerk of Court: E-filing and summons fee		315.00
			Subtotal: 315.00

Hours Summary:
- GPW- PGG (GPW): 0.30h @$245.00 = $73.50
- Patrick Gilligan (PGG): 0.10h @$245.00 = $24.50

BALANCE DUE **$413.00**

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INVOICE # 64425
DATE 01/31/2022

MATTER
Fierro, Malia

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/04/2022	GPW: Update case diary; Email City Paralegal Shannon Crandall re following up with Finance	0.10	24.50
01/05/2022	GPW: Update case diary	0.10	24.50
01/19/2022	GPW: Email City Paralegal Shannon Crandall re contacting Finance re receipt of first payment; Read email from Finance re same; Update case diary	0.20	49.00
		Subtotal:	98.00

Hours Summary:
- GPW- PGG (GPW): 0.40h @$245.00 = $98.00

BALANCE DUE **$98.00**

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INVOICE # 64430
DATE 01/31/2022

MATTER
Finance

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/06/2022	GPW: (Decker) Office conference with Attorney Patrick Gilligan re status and closing file	0.10	24.50
			Subtotal: 24.50

Hours Summary:
- GPW- PGG (GPW): 0.10h @$245.00 = $24.50

BALANCE DUE **$24.50**

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INVOICE # 64435
DATE 01/31/2022

MATTER
Frederick, Brian Thomas

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/03/2022	SMS: Email correspondence with Attorney Christopher Anderson re discussing Attorney General Opinion on liens and fines	0.10	24.50
			Subtotal: 24.50

Hours Summary:
- SMS- CAA (SMS): 0.10h @$245.00 = $24.50

BALANCE DUE **$24.50**

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INVOICE # 64426
DATE 01/31/2022

MATTER
Growth Management

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/19/2022	PGG: Read email from Paul Miranda about Trinity Catholic property; Draft email to Attorney Rob Batsel about same	0.10	24.50
		Subtotal:	24.50

Hours Summary:
- Patrick Gilligan (PGG): 0.10h @$245.00 = $24.50

BALANCE DUE **$24.50**

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INVOICE # 64433
DATE 01/31/2022

MATTER
Human Resources

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/06/2022	PGG: Review records Subpoena for employee medical records; Draft email to Devan Kikendall about same	0.35	85.75
			Subtotal: 85.75

Hours Summary:
- Patrick Gilligan (PGG): 0.35h @$245.00 = $85.75

BALANCE DUE **$85.75**

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INVOICE # 64428
DATE 01/31/2022

MATTER
Joseph, Edwin

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/06/2022	GPW: Office conference with Attorney Patrick Gilligan and City Paralegal Shannon Crandall re status and following up on payments	0.10	24.50
			Subtotal: 24.50

Hours Summary:
- GPW- PGG (GPW): 0.10h @$245.00 = $24.50

BALANCE DUE **$24.50**

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INVOICE # 64427
DATE 01/31/2022

MATTER
Livengood, Alexandra

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/06/2022	PGG: Office conference with Attorney Gwendolyn P. Williams and Paralegal about case status	0.10	24.50
01/06/2022	GPW: Email and office conference with Attorney Patrick Gilligan re status and contacting Finance; Office conference with Attorney Patrick Gilligan and City Paralegal Shannon Crandall re same	0.10	24.50
01/07/2022	GPW: Email Emory Roberts re update on status of review of withheld amounts from last paycheck	0.10	24.50
			Subtotal: 73.50

Hours Summary:
- GPW- PGG (GPW): 0.20h @$245.00 = $49.00
- Patrick Gilligan (PGG): 0.10h @$245.00 = $24.50

BALANCE DUE **$73.50**

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INVOICE # 64416
DATE 01/31/2022

MATTER
Magliolo, Daniel

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/20/2022	PGG: Review Commission on Ethics Complaint; Telephone conferences with Chris Watt and Office conference with Attorney Rob Batsel about same; Review Council minutes concerning prior recommendation concerning code	1.60	392.00
01/21/2022	PGG: Office conference with Attorney Rob Batsel about possible changes to defense of employees for ethics complaints ordinance	0.15	36.75
01/21/2022	PGG: Telephone conference with Chris Watt about response to ethics complaint against employee; Telephone conference with Commission on Ethics about getting a continuance to respond; Review documents on claim from City; Telephone conference with Chris Watt about continuance with Commission; Draft letter to Commission on Ethics requesting a continuance	1.35	330.75
01/24/2022	PGG: Instructions to Paralegal about opening file and saving documents concerning Commission on Ethics complaint against employee; Telephone conference with Ken Clements about same; Office conference with Attorney Rob Batsel about ordinance change for defense of employee ethics complaints; Read email from Ken Clements about the tents of employee under a reservation of rights; Read letter from Chris Watt to employee about defense	1.20	294.00
01/25/2022	PGG: Review evidence in employee ethics complaint; Instructions to Paralegal; Office conference with Attorney Rob Batsel about handling of employee ethics complaint and current ordinance; Office conference with employee; Telephone conference with Commission on Ethics; Draft letter to Commission on Ethics forwarding documents; Draft Council Memorandum; Telephone conference with Chris Watt about same	3.35	820.75
01/26/2022	PGG: Proof and revise letter to Commission on Ethics	0.10	24.50
01/29/2022	PGG: Read email from Commission on Ethics about receipt of additional documents; Instructions to Paralegal about copying client and walking on matter to City Council	0.20	49.00
01/31/2022	PGG: Review Advocate's Recommendation; Draft email to Chris Watt about same; Instructions to Paralegal about redacting copies for Council Review; Draft email to case administrator about appearance via Zoom	0.75	183.75
		Subtotal:	2,131.50

Hours Summary:
- Patrick Gilligan (PGG): 8.70h @$245.00 = $2,131.50

BALANCE DUE **$2,131.50**

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INVOICE # 64429
DATE 01/31/2022

MATTER
Mathis, De'yunta

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/06/2022	GPW: Office conference with Attorney Patrick Gilligan and City Paralegal Shannon Crandall re status and sending letter to Mathis	0.10	24.50
			Subtotal: 24.50

Hours Summary:
- GPW- PGG (GPW): 0.10h @$245.00 = $24.50

BALANCE DUE **$24.50**

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INVOICE # 64424
DATE 01/31/2022

MATTER
Ocala Petro, Inc.

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/03/2022	CAA: Draft and prepare exhibits for response to motion to dismiss and motion to stay proceedings	5	1,225.00
01/20/2022	CAA: Attempt contact with Attorney Craig Pahnholzer about case	0.10	24.50
			Subtotal: 1,249.50

Hours Summary:
- Christopher Anderson (CAA): 5.10h @$245.00 = $1,249.50

BALANCE DUE **$1,249.50**

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Ocala, FL 34471

INVOICE # 64421
DATE 01/31/2022

MATTER
OPD

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/03/2022	PGG: Review UDEST Memorandum of Understanding for form and legality; Office conference with Attorney Sydney Simmons about research	0.40	98.00
01/03/2022	SMS: Discussion with Attorney Patrick Gilligan re reviewing UDEST Operational Agreement and citations within; Review and research re same; Email results of research and review to Attorney Patrick Gilligan for review	1.70	416.50
01/04/2022	PGG: Out of office conference with Pete Lee about homelessness at Inter-Faith	0.35	85.75
01/04/2022	PGG: Review research on Sunshine Law and UDEST agreement from Attorney Sydney Simmons; Draft email to Chief Mike Balken about approval of same for form and legality; Instructions to paralegal	0.35	85.75
01/04/2022	PGG: Review research from Attorney Sydney Simmons about enforcement of pedestrian traffic laws; Office conference with her about additional research on constitutional limits of enforcement; Telephone conference with Pete Lee (voice mail) about same	0.70	171.50
01/04/2022	SMS: Office conference with Attorney Patrick Gilligan about additional research on constitutional limits of enforcement of pedestrian traffic laws; Begin follow up research on same	0.60	147.00
01/05/2022	SMS: Continue updated research on constitutionality of ordinances for roadway safety and pedestrian safety	0.60	147.00
01/07/2022	GPW: (McCoy) Office conference with City Paralegal Shannon Crandall re sending demand letter	0.10	24.50
01/10/2022	SMS: Continue research on habitual misdemeanors and constitutionality of sanctions for civil infractions	0.70	171.50
01/12/2022	GPW: (McCoy) Listen to voicemail from Branden McCoy re demand letter received; Office conferences with City Paralegal Shannon Crandall re getting information re same and re results of phone call; Email City Paralegal Shannon Crandall re updating task list	0.20	49.00
01/12/2022	SMS: Finish research on constitutionality of certain penalties for traffic infractions, etc; Email results of research to Attorney Patrick Gilligan for review and approval	1.70	416.50
01/12/2022	GPW: Begin review of research notes from Attorney Sydney	0.20	49.00

DATE	DESCRIPTION	HOURS	AMOUNT
	Simmons re constitutionality of certain penalties for traffic infractions, etc.		
01/17/2022	PGG: Review for form and legality and execute Law Enforcement Academy Reimbursement Agreements	0.20	49.00
01/20/2022	PGG: Review employment agreement (San Miguel) for form and legality	0.10	24.50
01/20/2022	GPW: (Wilson) Read emails from City Paralegal Shannon Crandall and Finance re status of payments	0.10	24.50
01/25/2022	PGG: Telephone conference with Chief Mike Balken about "Truce" software contract; Draft email to Paralegal and Attorney Rob Batsel about status of review	0.35	85.75
			Subtotal: 2,045.75

Hours Summary:
- SMS- PGG (SMS): 5.30h @$245.00 = $1,298.50
- Patrick Gilligan (PGG): 2.45h @$245.00 = $600.25
- GPW- PGG (GPW): 0.60h @$245.00 = $147.00

BALANCE DUE **$2,045.75**

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INVOICE # 64431
DATE 01/31/2022

MATTER
Previlon, Jonas

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/06/2022	GPW: Office conference with Attorney Patrick Gilligan re case status and following up on payments	0.10	24.50
			Subtotal: 24.50

Retainer information:
+ New charges: $24.50
- Previous retainer balance: $500.00
- Payment made from retainer: $24.50
= New retainer balance: $475.50

BALANCE DUE **$24.50**

Hours Summary:
- GPW- PGG (GPW): 0.10h @$245.00 = $24.50

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INVOICE # 64420
DATE 01/31/2022

MATTER
Risk Management

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/03/2022	PGG: Review voice mail from citizen (Sargentini) about possible claim; Forward to Risk for consideration	0.35	85.75
01/05/2022	PGG: Review voice mail from Chris Watt about PMA Service Agreement	0.10	24.50
01/06/2022	PGG: Revise analysis of PMA Services Agreement; revise memorandum to Chris Watt about same; Telephone conference with Chris Watt about analysis; Instructions to Paralegal	2	490.00
01/06/2022	PGG: Office conference with Paralegal about quarterly status report	0.10	24.50
01/06/2022	PGG: Office conference with Attorney Gwendolyn P. Williams about status of Perry Spray field encroachment agreements	0.10	24.50
01/06/2022	GPW: (Perry Spray Field) Office conference with Attorney Patrick Gilligan re status of agreements and following up	0.10	24.50
01/07/2022	GPW: (Perry Spray Field) Update case diary; Email Chris Watt re insurance issue re Richmond property	0.20	49.00
01/17/2022	PGG: Draft Quarterly Litigation Report	0.65	159.25
01/27/2022	PGG: Read email from Carolyn Goodwine about settled cases; Instructions to Paralegal to update quarterly case status report	0.20	49.00
01/28/2022	PGG: Office conference with Paralegal about updating quarterly litigation report; Read email from Carolyn Goodwine about settled cases	0.20	49.00

Subtotal: 980.00

Retainer information:
+ Previous account balance: $1,727.25
+ New charges: $980.00
- Previous retainer balance: $400.00
- Payment made from retainer: $400.00
= New account balance: $2,307.25
= New retainer balance: $0.00

BALANCE DUE **$980.00**

Hours Summary:
- Patrick Gilligan (PGG): 3.70h @$245.00 = $906.50

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- GPW- PGG (GPW): 0.30h @$245.00 = $73.50

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Ocala, FL 34471

Risk Management
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

Date: 2/4/2022

Invoice	Matter	Fees	Expenses	Amount
64438	Shadow Oaks	$1,923.25	$0.00	$1,923.25
64439	Marin, William & Janelle	$3,969.00	$135.00	$4,104.00
64440	Goff, James	$367.50	$29.00	$396.50
64441	Clifton, Talia	$367.50	$0.00	$367.50
64442	American Humanist Assn	$85.75	$0.00	$85.75
64443	Forsyth-JJ	$343.00	$0.00	$343.00
64444	Hernandez, Pedro	$220.50	$0.00	$220.50
64445	L003358033- Brown, William Samuel (L003358033)	$147.00	$0.00	$147.00
Total		$7,423.50	$164.00	$7,587.50

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 # 64442
DATE 01/31/2022

MATTER
American Humanist Assn

CLAIM #
L001400263

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/18/2022	PGG: : Instructions to Paralegal to calendar oral argument and see if audio link available	0.10	24.50
01/19/2022	PGG: A108 L100: Telephone conference with Ken Clements about case status	0.15	36.75
01/31/2022	PGG: : Review Appellate Court Scheduling Order	0.10	24.50
			Subtotal: 85.75

Hours Summary:
- Patrick Gilligan (PGG): 0.35h @$245.00 = $85.75

BALANCE DUE **$85.75**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

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1531 SE 36th Ave.
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BILL TO
PMA Management Corp/Risk Mgmt.
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Suite 250
Tampa, FL 33607

INVOICE # 64441
DATE 01/31/2022

MATTER
Clifton, Talia

CLAIM #
L002678511

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/03/2022	PGG: : Review response to Third Interrogatories to Plaintiff; Instructions to Paralegal to prepare Notice of Production from Non-Party to get Plaintiff's cell records; Update case diary; Instructions to Paralegal about unanswered records Subpoenas	0.35	85.75
01/05/2022	PGG: : Proof Notice of Production from Non-Party to T-Mobile; Instructions to Paralegal; Update case diary for Subpoena issuance; Instructions to Paralegal about Notice of Production from Non-Party for update Subpoenas on Plaintiff's health care providers	0.35	85.75
01/20/2022	PGG: : Review and execute records subpoenas; Update case diary	0.15	36.75
01/20/2022	PGG: : Office conference with Paralegal about status of Sterling Medical records	0.10	24.50
01/20/2022	PGG: : Instructions to Paralegal to prepare Motion to Compel as to Third Interrogatories to Plaintiff	0.20	49.00
01/31/2022	PGG: : Review medical records from Sterling Medical; Instructions to Paralegal about Casemap	0.35	85.75
			Subtotal: 367.50

Hours Summary:
- Patrick Gilligan (PGG): 1.50h @$245.00 = $367.50

BALANCE DUE **$367.50**

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Suite 250
Tampa, FL 33607

INVOICE # 64443
DATE 01/31/2022

MATTER
Forsyth-JJ

CLAIM #
L001430074

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/05/2022	PGG: : Review Release and revise; Draft email to Attorney Mari about getting Final Judgment against Plaintiff	0.50	122.50
01/06/2022	PGG: : Telephone conference with Attorney McClellan about return of records reviewed for fee hearing; Instructions to Paralegal; Review revised Release; Draft email to Attorney Mari about same and Final Judgment against Ms. Juliano	0.35	85.75
01/18/2022	PGG: : Draft email to Attorney Mari about status of release	0.15	36.75
01/19/2022	PGG: : Read email from Attorney King about status of Settlement Agreement for 57.105 fees; Draft email to Attorney Mari about same	0.10	24.50
01/24/2022	PGG: : Draft email to and telephone conference with Ken Clements about release and lack of contact with Attorney Mari	0.20	49.00
01/31/2022	PGG: : Read and respond to email from Ken Clements about finalizing Release	0.10	24.50
			Subtotal: 343.00

Hours Summary:
- Patrick Gilligan (PGG): 1.40h @$245.00 = $343.00

BALANCE DUE **$343.00**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

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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 # 64440
DATE 01/31/2022

MATTER
Goff, James

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/21/2022	PGG: : Office conference with Paralegal about subpoena for medical records from prior health care provider located in Virginia and need for domesticated subpoena	0.15	36.75
01/27/2022	PGG: : Draft good faith letter to Attorney Babiarz about claimed privilege to requested discovery	0.40	98.00
01/28/2022	PGG: : Revise good faith discovery letter to Attorney Babiarz	0.15	36.75
01/29/2022	PGG: : Review Proposal for Settlement; Forward to Risk; Update case diary for acceptance date; Update case diary for settlement negotiation history; Draft email to Carolyn Goodwine about presuit negotions	0.40	98.00
01/31/2022	PGG: : Read and respond to email from Carolyn Goodwine about response to Proposal for Settlement and records review; Instructions to Paralegal about preparing $100 Proposal for Settlement	0.40	98.00
			Subtotal: 367.50
	====== Expenses		
01/03/2022	ChartSwap: Medical records from Integrated Medical		29.00
			Subtotal: 29.00

Hours Summary:
- Patrick Gilligan (PGG): 1.50h @$245.00 = $367.50

BALANCE DUE **$396.50**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

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BILL TO
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Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64444
DATE 01/31/2022

MATTER
Hernandez, Pedro

CLAIM #
L003096785

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/14/2022	GPW: : Email correspondence with City Paralegal Shannon Crandall and Attorney Patrick Gilligan re deposition request from opposing counsel; Review Marion Tree information re corporate representative; Email opposing counsel re same	0.20	49.00
01/18/2022	PGG: : Office conference with Attorney Gwendolyn P. Williams about Motion for Summary Judgment; Read email from court reporter about transcripts	0.30	73.50
01/18/2022	GPW: : Office conference with Attorney Patrick Gilligan re Motion for Summary Judgment evidence; Office conference with City Paralegal Shannon Crandall re ordering deposition transcripts	0.20	49.00
01/19/2022	GPW: : Read emails from court reporter and update case diary	0.10	24.50
01/27/2022	PGG: : Office conference with Paralegal about setting pre-deposition conference with tree removal witness	0.10	24.50
			Subtotal: 220.50

Hours Summary:
- GPW- PGG (GPW): 0.50h @$245.00 = $122.50
- Patrick Gilligan (PGG): 0.40h @$245.00 = $98.00

BALANCE DUE **$220.50**

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 # 64445
DATE 01/31/2022

MATTER
Brown, William Samuel (L0033...

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/11/2022	PGG: : Review notice of appearance for new attorney; Instructions to Paralegal	0.10	24.50
01/19/2022	GPW: : Email City Paralegal Shannon Crandall re updating case diary and re status of production from non-parties; Review and edit Motion to Compel and email same to City Paralegal Shannon Crandall with instructions; Read email from City Paralegal Shannon Crandall re casemap and review of documents received	0.40	98.00
01/20/2022	GPW: : Update case diary re motion to compel	0.10	24.50
			Subtotal: 147.00

Hours Summary:
- GPW- PGG (GPW): 0.50h @$245.00 = $122.50
- Patrick Gilligan (PGG): 0.10h @$245.00 = $24.50

BALANCE DUE **$147.00**

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Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64439
DATE 01/31/2022

MATTER
Marin, William & Janelle

CLAIM #
L001547753

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/03/2022	PGG: : Telephone conference with Ken Clements about case status and mediation; Office conference with Paralegal about mediation notice; Review revised mediation notice and forward to Risk/PMA; Review records for Janelle Marin from Dr. Fakhoury; Instructions to Paralegal; forward to Ken Clements for review; Review William Marin records from Dr. Fakhoury; forward to Ken Clements; Instructions to Paralegal and Draft email to Attorney Sydney Simmons about preparing mediation summary	1.50	367.50
01/03/2022	GPW: A105 L160: Office conferences and email with City Paralegal Shannon Crandall re error on Notice of Mediation Conference and communications with opposing counsel re same	0.10	24.50
01/03/2022	GPW: A105 L160: Email City Paralegal Shannon Crandall re reviewing new discovery documents received and casemapping same	0.10	24.50
01/04/2022	PGG: : Read email from Richard Dennis about attendance at mediation	0.10	24.50
01/05/2022	PGG: : Review and calendar mediation notice	0.15	36.75
01/07/2022	SMS: : Begin review of documents to prepare Mediation Report as to William Marin; Begin drafting Mediation Report; Email draft to Paralegal Shannon Crandall with instructions for finalization	1.70	416.50
01/10/2022	PGG: : Review and revise Mediation Statement	0.50	122.50
01/10/2022	GPW: : Read emails from Attorney Patrick Gilligan and Attorney Sydney Simmons re mediation statement and affirmative defenses; Review mediation statement and file re same	0.30	73.50
01/10/2022	SMS: : Email correspondence with Paralegal Shannon Crandall and Attorney Patrick Gilligan re files for mediation summary; Continue drafting mediation summary as to both Plaintiffs	1.10	269.50
01/11/2022	GPW: : Read emails from Attorney Patrick Gilligan and Attorney Sydney Simmons re Motion to Amend Affirmative Defenses; Office conference with City Paralegal Shannon Crandall re same and re	0.60	147.00

DATE	DESCRIPTION	HOURS	AMOUNT
	mediation statement issue re PIP coverage; Email correspondence with City Paralegal Shannon Crandall re drafting proposed Order; Telephone conference with Attorney Sydney Simmons re language included in Motion and for Order; Office conference with City Paralegal Shannon Crandall re same		
01/12/2022	SMS: : Email correspondence re Proposed Order on Motion to Amend Affirmative Defenses with Attorney Patrick Gilligan, Attorney Gwendolyn Williams, and Paralegal Shannon Crandall; Review and edit Paralegal Shannon Crandall's drafted proposed order	0.40	98.00
01/12/2022	GPW: : Email correspondence with Attorney Sydney Simmons re proposed order re amendment to affirmative defenses language; Review proposed Order; Office conference with City Paralegal Shannon Crandall re issues in same, re attachments from original Motion to Amend, and re drafting Amended Motion to Amend Affirmative Defenses and Proposed Order; Email City Paralegal Shannon Crandall edits and re next steps; Office conference with Attorney Chris Anderson re same	1	245.00
01/12/2022	CAA: : Office conference with Attorney Gwen Williams about motion practice	0.10	24.50
01/13/2022	SMS: : Email updated Mediation Summaries to Attorney Patrick Gilligan and to Paralegal Shannon Crandall re items needed to finalize summaries; Review file to search for records for same	0.30	73.50
01/13/2022	GPW: : Telephone conference with Attorney Patrick Gilligan re strategy re Amended Motion to Amend Affirmative Defenses	0.10	24.50
01/17/2022	GPW: : Read email from Attorney Sydney Simmons re mediation summary questions; Forward same to City Paralegal Shannon Crandall to follow up on PIP information; Office conference with Attorney Patrick Gilligan re proposal for settlement and re Amended Motion to Amend Affirmative Defenses	0.50	122.50
01/17/2022	PGG: : Draft Certificate of Authority for Mediation; Revise mediation summary; Instructions to Paralegal	0.60	147.00
01/17/2022	PGG: : Office conference with Paralegal and Attorney Gwendolyn P. Williams about Proposal for Settlement and upcoming mediation; Draft email to Ken Clements and Carolyn Goodwine about same	0.35	85.75
01/18/2022	PGG: : Update case diary for Boecher discovery	0.10	24.50
01/18/2022	PGG: : Read email from Paralegal about receipt of Dr. Fakhoury records; Instructions to Attorney Sydney Simmons about updating mediation statement	0.15	36.75
01/18/2022	SMS: : Update Mediation Summaries with updated medical records;	0.80	196.00
01/19/2022	PGG: : Read email from Ken Clements about Proposal for Settlement prior to mediation	0.10	24.50
01/19/2022	GPW: : Update case diary re proposal for settlement strategy	0.10	24.50
01/19/2022	SMS: : Email correspondence with City representatives, Paralegal Shannon Crandall, and Attorney Patrick Gilligan re updates to mediation summaries; Update mediation summaries;	0.30	73.50
01/20/2022	PGG: : Update mediation summaries; Instructions to Paralegal	0.60	147.00
01/24/2022	PGG: : Proof and approve response to request for copies from Plaintiffs	0.10	24.50
01/27/2022	GPW: : Review proposed Order re Amendment to Affirmative Defenses from City Paralegal Shannon Crandall; Office conference with City Paralegal Shannon Crandall re changes needed; Review final draft and instructions to City Paralegal Shannon Crandall re filing	0.20	49.00

DATE	DESCRIPTION	HOURS	AMOUNT
01/28/2022	PGG: : Read email from Attorney Sackman about changing his mind about motion to amend; Instructions to Paralegal about setting for hearing	0.20	49.00
01/29/2022	PGG: : Read email from Judicial Assistant about proposed order on Motion to Amend; Instructions to Paralegal about same	0.15	36.75
01/31/2022	PGG: : Office conference with Paralegal and Attorney Gwendolyn P. Williams about mediation	0.60	147.00
01/31/2022	GPW: : Office conferences with Attorney Patrick Gilligan re mediation strategy and preparation; Begin review of file and Casemap and preparing for mediation; Office conference with City Paralegal Shannon Crandall re questions on proposals for settlement	3.20	784.00
01/31/2022	PGG: : Review order approving motion to amend affirmative defenses	0.10	24.50
			Subtotal: 3,969.00
	====== Expenses		
01/17/2022	Owen & Associates: Deposition of Janelle and William Marin		135.00
			Subtotal: 135.00

Retainer information:
+ Previous account balance: $0.00
+ New charges: $4,104.00
- Previous retainer balance: $400.00
- Payment made from retainer: $400.00
= New account balance: $3,704.00
= New retainer balance: $0.00

BALANCE DUE **$4,104.00**

Hours Summary:
- GPW- PGG (GPW): 6.20h @$245.00 = $1,519.00
- Patrick Gilligan (PGG): 5.30h @$245.00 = $1,298.50
- SMS- PGG (SMS): 4.60h @$245.00 = $1,127.00
- Christopher Anderson (CAA): 0.10h @$245.00 = $24.50

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 # 64438
DATE 01/31/2022

MATTER
Shadow Oaks

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/05/2022	PGG: A104 L300: Calendar Deposition notice of Heather Simpson; Instructions to Paralegal	0.10	24.50
01/05/2022	PGG: A107 L120: Telephone conference with Attorney Trip Green to prepare Case Management Report; Office conference with Attorney Sydney Simmons about preparing Initial Disclosures; Instructions to Paralegal; Review revised Case Management Report and Draft email to Attorney Green about changes; Instructions to Paralegal to schedule mediation	1	245.00
01/05/2022	SMS: A107 L190: Telephone conference with Attorney Trip Green and Attorney Patrick Gilligan to prepare Case Management Report; Office conference with Attorney Patrick Gilligan about preparing Initial Disclosures; Instructions to Paralegal and follow up email re same	0.50	122.50
01/06/2022	PGG: A103 L120: Draft Initial Disclosures; Update case diary; Instructions to Paralegal about calendaring due dates from Case Management Report	0.50	122.50
01/06/2022	SMS: A105 L120: Review Rule 26 Disclosures and emails from Paralegal Shannon Crandall re same; Discussion with Paralegal Shannon Crandall re same	0.30	73.50
01/11/2022	PGG: A107 L160: Read and respond to email from Attorney Green's office about scheduling mediation; Review Court Order referring to mediation; Instructions to Paralegal; Review Order for Referral to magistrate judge; Review Case Management Order; Instructions to Paralegal to Update case diary	0.50	122.50
01/11/2022	GPW: A105 L140: Telephone conference with Attorney Patrick Gilligan re attending pretrial conference; Office conference with City Paralegal Shannon Crandall re filing notices of appearance	0.20	49.00
01/14/2022	GPW: A107 L190: Review docket and Order re hearing; Message to City Paralegal Shannon Crandall re hearing information; Telephone conference with Linda Caldwell re hearing information; Prepare for and attend hearing; Follow up telephone conference with Attorney	0.50	122.50

DATE	DESCRIPTION	HOURS	AMOUNT
	Patrick Gilligan re outcome and next steps		
01/14/2022	GPW: A105 L160: Email correspondence with Attorney Patrick Gilligan and opposing counsel re scheduling different mediator; Email City Paralegal Shannon Crandall re same and re filing notice of appearance	0.20	49.00
01/14/2022	GPW: A107 L300: Email correspondence with opposing counsel re their request for extension to respond to discovery requests; Email City Paralegal Shannon Crandall re same	0.10	24.50
01/14/2022	PGG: A107 L160: Read email from Attorney Green and his Paralegal about scheduling mediation; Instructions to Paralegal and Attorney Gwendolyn P. Williams about selection of mediator	0.35	85.75
01/17/2022	PGG: A104 L160: Review Notice of Selection of Mediator to Court; Review and Calendar amended mediation notice	0.20	49.00
01/18/2022	PGG: A104 L140: Review and confirm calendar dates from Court's Case Management Order	0.35	85.75
01/19/2022	PGG: A104 L300: Review Interrogatory answers from Plaintiff; Instructions to Paralegal about Casemap and preparing deposition notebook; Draft good faith letter concerning inadequacy of the every responses; Instructions to Paralegal about preparing additional Request to Produce; Proof and revise good faith letter and Request to Produce	1	245.00
01/19/2022	GPW: A104 L310: Review answers to first interrogatories from Plaintiff; Read emails from Attorney Patrick Gilligan and City Paralegal Shannon Crandall re next steps and good faith letter	0.20	49.00
01/20/2022	GPW: A105 L200: Office conference with City Paralegal Shannon Crandall re initial disclosures	0.10	24.50
01/20/2022	PGG: A107 L300: Read and respond to email from Attorney Green about providing updated Interrogatory answers	0.10	24.50
01/24/2022	PGG: A106 L110: Read email from Ken Clements about discovery and setting Depositions; Review response from Paralegal	0.15	36.75
01/28/2022	PGG: A104 L110: Review Google Earth Map showing Pioneer and Shadow Oaks locations; Instructions to Paralegal about Casemap and getting utility bills for Pioneer and Shadow Oaks and property records showing relative positions	0.25	61.25
01/29/2022	PGG: A104 L110: Review property investigation on Shadow Oaks and Pioneer Mobile Home Parks	0.40	98.00
01/29/2022	PGG: A104 L300: Review amended answers to Interrogatories; Instructions to Paralegal about handling and setting up meeting with client and Jimmy Pogue to discuss	0.50	122.50
01/31/2022	PGG: A104 L110: Review investigation done by Paralegal on corporate status of Pioneer Mobile Home Park	0.35	85.75
			Subtotal: 1,923.25

Hours Summary:
- Patrick Gilligan (PGG): 5.75h @$245.00 = $1,408.75
- GPW- PGG (GPW): 1.2h @$245.00 = $294.00
- SMS- PGG (SMS): 0.8h @$245.00 = $196.00
- Gwen Pasteur Williams (GPW): 0.1h @$245.00 = $24.50

BALANCE DUE **$1,923.25**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave
Ocala, FL 34471

RISK - CHUBB

Date: 2/4/2022

Invoice	Matter	Fees	Expenses	Amount
64436	Sona and Kuehn	$220.50	$0.00	$220.50
64437	Carlton Arms of Ocala, LLC (L003573574)	$134.75	$0.00	$134.75
Total		$355.25	$0.00	$355.25

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
RISK - CHUBB

INVOICE # 64437
DATE 01/31/2022

MATTER
Carlton Arms of Ocala, LLC (...

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/06/2022	PGG: A105 L120: Analysis/Strategy; Read email from Chubb adjuster about case strategy conference; Draft email to Attorney Rob Batsel about same; Instructions to Paralegal about scheduling	0.20	49.00
01/20/2022	PGG: A105 L100: Case Assessment, Development and Administration; Office conference with Attorney Rob Batsel and Telephone conference with Ken Clements and Karen Kranson about case status and bond validation procedure	0.35	85.75
			Subtotal: 134.75

Hours Summary:
- Patrick Gilligan (PGG): 0.55h @$245.00 = $134.75

BALANCE DUE **$134.75**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
RISK - CHUBB

INVOICE # 64436
DATE 01/31/2022

MATTER
Sona and Kuehn

CLAIM #
L003137937

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
01/03/2022	GPW: A105 L160: Settlement/Non-Binding ADR; Office conference with Attorney Patrick Gilligan re checks received for charities re settlement; Instructions to City Paralegal Shannon Crandall re same and following up re stipulation and releases	0.20	49.00
01/04/2022	GPW: A105 L160: Settlement/Non-Binding ADR; Office conference with Attorney Patrick Gilligan re receipt of releases from opposing counsel; Instructions to City Paralegal Shannon Crandall re following up re same	0.10	24.50
01/05/2022	GPW: A105 L160: Settlement/Non-Binding ADR; Read email from opposing counsel re returning releases	0.10	24.50
01/17/2022	GPW: A105 L160: Settlement/Non-Binding ADR; Office conference with City Paralegal Shannon Crandall re following up with opposing counsel on releases; Read emails from counsel re same; Office conference with City Paralegal Shannon Crandall and Attorney Patrick Gilligan re same	0.10	24.50
01/25/2022	GPW: A103 L160: Settlement/Non-Binding ADR; Review letters from City Paralegal Shannon Crandall re checks to charities per settlement agreement; Office conference with Attorney Patrick Gilligan re strategy for timing of ending settlement payments; Review settlement agreement re same and edit letter; Email draft to City Paralegal Shannon Crandall with instructions	0.40	98.00

Subtotal: 220.50

Hours Summary:
- GPW- PGG (GPW): 0.90h @$245.00 = $220.50

BALANCE DUE **$220.50**

Legislation Text

File #: 2022-0250, **Version:** 1

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

STAFF RECOMMENDATION (Motion Ready):
Approve City Council Work Session Minutes for Tuesday, January 25, 2022

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.org

Ocala
City Council
Minutes

Tuesday, January 25, 2022 **12:00 PM**

Work Session: Attorney Services & Early Voting

1. Call to Order

2. Roll Call

Present: Mayor Reuben Kent Guinn
Pro Tem James P. Hilty Sr
Council Member Kristen M. Dreyer
Council Member Barry Mansfield
Council Member Jay A. Musleh
Council President Ire J. Bethea Sr.

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, City Clerk Angel Jacobs, Internal Auditor Randall Bridgeman, Assistant Finance Director Peter Brill, Budget Director Tammi Haslam, Contracting Officer Tiffany Kimball, Director of Public Works Darren Park, Strategic & Legislative Affairs Administrator Jeannine Robbins, Director of Finance Emory Roberts, Director of HR/Risk Management Chris Watt, Community Engagement Coordinator Ramona Williams, Senior Contract Specialist Daphne Robinson, IT Representative and other interested parties.

3. Public Notice

Public Notice for the January 25, 2022 City Council Work Session Meeting was posted on January 18, 2022

4. Public Comments

5. Topics for Discussion

5a. Early Voting

City Clerk Angel Jacobs reported the City received a request from Mr. Ricardo Negron regarding bringing back early voting. The previous Council President, Justin Grabelle, suggested the new City Council Members discuss the request. She noted a code change is required to allow early voting in the City of Ocala.

Ricardo Negron, 731 Dalia Drive, Orlando, FL 32807, stated he is the Campaign Manager for All Voting is Local. He thanked Council for hosting the workshop to discuss expanding voter access ability for City residents. He noted there is no early voting options for the municipal election, due to the adoption of a City ordinance in

2005. The City stated concern over high costs was the main reason early voting was denied. During the November 2020 election, 30% of voters opted for early voting in Marion County and 50% of the votes were received from residents in Ocala.

Many smaller neighboring municipalities are offering early voting options for the municipal elections. The goal is to allow early voting options for municipal elections in the City of Ocala.

Election Supervisor Mr. Wilcox stated they are able to offer early voting options for municipal elections. During the General Election, in November 2020, they offered one early voting site within the City limits.

Council President Bethea asked how many early voting sites are available in the County. Mr. Wilcox responded nine early voting sites were available in November 2020.

Council President Bethea asked if the cost to operate a single voting site amounts to $7,500. Mr. Wilcox explained the costs are based on State and Federal requirements. He noted municipalities do not have to follow the eight-days/eight-hours requirement.

Council Member Musleh commented offering early voting for a limited number of days will affect City costs. He asked what the cost will be to operate for 8-hours per day. Mr. Wilcox responded early voting should be held at his main early voting site that was established in 2008. Hosting early voting at a known location will eliminate expenses associated with transportation, logistics and security. He anticipates the cost will amount to $2,000 per day.

Council Member Musleh asked if the early voting rules are the same as election day voting rules. Mr. Wilcox responded yes; the rules are the same. He provided an overview of the election rules. He noted early voting and voting by mail is considered convenience voting.

Council Member Musleh asked if early voters are considered absentee ballot voters or day of election voters. Mr. Wilcox anticipates many of the voters will be from the election day voters pool. During the November 2020 election, early voting was increasing, as Election Day voting was dropping in popularity.

Rock Gibboney, 597 NE 45th Terrace, Ocala, FL, spoke in opposition of allowing early voting options. He believes elections are the responsibility of the public. He noted absentee ballot voters are considered early voters. Furthermore, there are many voting options available for the public to utilize. The City should not expense money on things for the convenience of the public.

Adriana Rivera, 3187 NE Ashbury View Drive, Apaca, FL 32703, stated 62% of registered voters in Florida, and 30% of Marion County voters, opted to use early voting options during the November 2020, General Election. The pandemic has changed the

lifestyle of individuals and many people now work remote from the comfort of their home. The City of Ocala is known as a commuter destination and offering early voting options would greatly benefit those who commute long distances. She requested Council support early voting options for the public.

Cathy Wyckoff, 723 NW 30th Avenue, spoke in support of offering early voting options. She asked if Council would offer SunTran as a transportation option to individuals who need assistance commuting to the early voting site.

Council President Bethea asked if people who don't have transportation can mail their vote. Council Member Musleh responded many people prefer going to the voting poll locations, because they don't trust the postal services.

Council Member Musleh stated he supports offering early voting options for the public. He anticipates there will not be high voting participation in the beginning. He agrees with Mr. Gibboney regarding the convenience factor of offering early voting options. To note, the voting process is the same as Election Day voting.

Council President Pro Tem Hilty asked Mr. Wilcox if there is a ballot drop box located at his office. Mr. Wilcox responded the drop box is located inside his office and can be accessed during business hours.

Lucy Sullivan, 811 SE 50th Terrace, Ocala, FL, stated voting is a sacred opportunity for citizens. She requested the elected officials protect the publics voting rights by performing an audit, to ensure the elections system is honest and fair. She expressed concern regarding the election machines and voter rolls. She anticipates offering early voting options for conveyance will increase fraudulent activity. She questioned how Council plans on mitigating voter fraud. Furthermore, she suggested the votes not be counted until Election Day.

Mr. Wilcox asked City Clerk Jacobs how often audits are performed after elections. Ms. Jacobs responded audits are always performed.

Mr. Wilcox commented they perform manual hand-counted audit recounts after each election since at least 2008. The audits have shown the ballots match the machines ballot count. He further noted he has removed over 7,000 people who have passed away since November 2020, and the rolls are updated daily. In general, a deceased person is removed within 6-10 business days of their death. He acknowledged there are names on the roll who may be deceased, but they do not cast ballots. The Supervisor of Elections Office is currently investigating ballot fraud for individuals who intended to perpetrate fraud by signing ballots for deceased individuals, which were rejected, and they will be prosecuted by the State Attorney’s Office.

The ballot rolls are continuously updated and maintained. He encouraged the public to report ballot fraud.

Ms. Sullivan apologized for offending Mr. Wilcox. She noted the organization named Defend Florida is investigating the Florida elections and have discovered election fraud. She suggested Council perform forensic audits to combat fraud.

Mr. Wilcox encouraged the public to report fraudulent activity. He noted fraud rumors negatively affect democracy. He requested Ms. Sullivan stop making false fraud allegations.

Council Member Dreyer stated she favors early voting options.

Council Member Mansfield stated he does not favor early voting options. He believes in the traditional way of voting during Election Day.

Council President Pro Tem Hilty concurs with Council Member Mansfield. He believes the public will take advantage of the voting opportunities currently available.

Council Member Musleh stated he favors a small early voting period of 3-4-days. He noted many of the neighboring states and counties offer early voting options to the public.

Council President Bethea commented offering early voting options creates more opportunities for the public to vote. He asked City Attorney Batsel if a vote is needed. City Attorney Batsel responded Council cannot take formal action in a workshop. He noted a code revision ordinance will be presented at a future City Council meeting.

Council Member Musleh asked if the ordinance is required to go before a Council meeting or public voters. City Attorney Batsel responded the ordinance is not a Charter change. The ordinance (Section 26-7 Early Voting) will require a minor change to remove the prohibition and will be presented to Council. The ordinance change requires a first/second reading and public hearing.

5b. Attorney Services

City Manager Sandra Wilson gave a presentation covering City Attorney services. The City Attorney's Office must act as the Chief Legal Advisor to Council, City Manager's Office, City Departments and Agencies. The office is responsible for performing the following: review/approval of all City contracts, representation of the City in all legal proceedings and other duties as prescribed by Charter or Ordinance. She provided an overview of the City Attorney historical perspective. The City identified the following challenges: timeliness (turnaround and efficiency), accessibility, cost and conflicts of interest.

Council should consider the following for Municipal Law Departments: client focused, functionality (functional, productive and cost-efficient department structure) and

effective outside counsel management. If the City was to proceed with an in-house structure, the City would be the only client for the City Attorney, and they will have a vast knowledge of City operations. To note, the cost will be fixed, and the City will be able to establish metric/standards to ensure legal service expectations are being met. Furthermore, outside firms represent many clients and they are unfamiliar with the inner workings of the City. The costs associated with outside firms are significantly higher and they tend to be less motivated to identify creative solutions to City problems.

If the City chooses an in-house structure, they will have the ability to assign counsel to departments based on needs. The City can establish a system where all legal requests are filtered through one place and those assignments that do not require an attorney can be delegated to staff. The City will have the opportunity to establish protocols for requests received by the Legal Department and monitor workload reports on a monthly basis. If the City decides to proceed with an outside firm, the firm controls what attorneys and staff are assigned to legal matters. Under the current structure, the City Attorney and Assistant City Attorney allows anyone in the City to contact them directly with legal requests, thereby decreasing the City's ability to control costs.

Furthermore, the City is unable to control the workflow with an outside firm. An in-house structure provides the greatest opportunity to manage outside counsel. The City can structure an in-house Legal Department that can handle certain matters on behalf of the City internally and outsource only circumstances where it is most practicable. The City can require firms that are awarded outsourced legal work to abide by strict outside counsel guidelines for billing and case management. Under the outsourced model, the City does not have effective control over direction and cost of matters handled by the City Attorney's Office, because there are no outside counsel guidelines in place. Many departments have complained that they are not regularly kept abreast of developments in litigated matters nor are they provided with pleadings without being asked.

Ms. Wilson provided an overview of fees paid to the City Attorney's Office from 2018 to 2021. Currently, the City pays 95% of the paralegal costs (including benefits).

Council Member Musleh asked if the fees include labor attorneys or outside counsel. Ms. Wilson responded no; the fees presented are the City Attorney's Office costs.

Ms. Wilson discussed the survey results for in-house counsel. If the City was to pursue an in-house legal team, the projected legal budget would amount to $949,957 and the projected FY22 total operating budget would amount to 891,324,121.

Council Member Musleh commented the operating budget is not a relevant column. He questioned what an appropriate operating budget number will amount too.

Ms. Wilson commented the goal is to achieve productivity and efficiency for the organization, which will show cost savings in the future. Council Member Musleh responded the City will not be able quantify productivity and efficiency.

Council President Pro Tem Hilty commented the City expressed concern regarding the increasing amounts of conflict of interests. If the City was to proceed with the in-house structure, it will eliminate any conflicts of interest, which would greatly benefit the City.

Ms. Wilson concurred with Council President Pro Tem Hilty.

Council Member Mansfield commented he does not favor a firm that would be representing a third party and the City at the same time. He suggested establishing an in-house counsel to be solely dedicated to the City. The City of Ocala is growing rapidly, and in-house counsel will be able to provide greater support.

City Attorney Batsel stated he understand the City's expressed concerns. He will provide notice to the City based on the option they choose. He suggested the City reassess the risk plan and insurance, which might result in cost savings for the City. He noted the presentation presented to Council showed only positive comments for in-house and negative comments for outsourced. He discussed how the costs are determined by City priority and maintaining cost savings. To note, the City Attorney's Office has never had any ethics issues arise.

Council Member Musleh concurred with City Attorney Batsel regarding the negativity of the presentation towards an outsourced structure. He noted an outside firm provides institutional knowledge and any conflicts of interest have been remedied. He questioned the survey information, which showed data that does not correlate.

City Attorney Batsel suggested the City evaluate the additional premium costs for in-house counsel. He noted the survey data for agencies with low budgets, might have an outside counsel managing the defense claims. Currently, the City Attorneys have a $75,000 self-insured retention, which the City controls. He discussed how a low insurance deductible can result in the insurance company taking control of the premium.

Council Member Musleh requested the Director of HR/Risk Management Chris Watt be included in the discussion.

Ms. Wilson commented the City negotiated with the insurance company regarding the City Attorney as the attorney of choice, regardless of the self-insured retention. She questioned why an in-house attorney will not be able to handle litigation.

Director of HR/Risk Management Chris Watt stated he has been shopping around for better insurance rates. Unfortunately, due to the number of claims, the premiums will remain the same. He provided an overview of the payment process with the law firm and insurance company. He noted the City will pay a lot more because the City chooses to use their own counsel.

Council Member Mansfield asked who makes the settlement decisions and how are the

City Attorney's paid. Mr. Watt responded the City or Council; the settlement is dependent on the value amount. The City Attorneys are paid by the insurance company and the remainder is paid by the City.

Council President Bethea stated he is undecided at this time.

City Attorney Batsel commented every local private firm will have conflicts of interest regarding former clients, which will need to be handled on a case-by-case basis.

Council Member Mansfield commented an in-house firm resolves any conflicts of interest.

City Attorney Batsel commented Guy Mentor is a fabulous in-house County Attorney. He suggested Council meet with Mr. Mentor for feedback on the in-house process.

Ms. Wilson asked Council when they would like this item added to the Council agenda for a vote. She provided an overview of the selection process for an in-house attorney and legal staff.

Council Member Musleh requested the item be discussed during the first meeting in March. He would like time to perform research and meet with the City to discuss the matter in further detail.

Council President Pro Tem Hilty concurs with Council Member Musleh.

City Attorney Batsel commented the Contracting & Procurement Department does a great amount of work before the case is reviewed by the City Attorney's Office. He questioned if the surveyed agencies have an adequate Contract & Procurement Department.

Rock Gibboney, 597 NE 45th Terrace, Ocala, FL, stated the presentation shed a negatively light on private law firms. He anticipates an in-house operation will cost the City more money in the long-term, due to expansion and growth. He noted Assistant City Attorney Gilligan will be solely representing the City, which will eliminate the conflicts of interest. He suggested the Council and City meet with Mr. Mentor to explore the pros and cons of establishing an in-house counsel.

Cathy Wyckoff, 723 NW 30th Avenue, stated she supports establishing an in-house counsel to support the City. She discussed how the City has been expensing numerous amounts of money towards lawsuits resulting from the homeless population issues. She requested Council schedule a workshop to discuss the homeless population issues in the City.

City Attorney Batsel commented he will help the City make a smooth transition and create short-term solutions.

Council President Bethea thanked City Attorney Batsel and his law firm for their support.

6. Adjournment

Ire Bethea Sr.	Angel B. Jacobs
Council President	City Clerk

Legislation Text

File #: 2022-0249, **Version:** 1

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

STAFF RECOMMENDATION (Motion Ready):
Approve Regular Meeting City Council Minutes for Tuesday, February 1, 2022

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.org

Ocala
City Council
Minutes

Tuesday, February 1, 2022 **5:00 PM**

1. Call to Order

a. Opening Ceremony

1. Invocation - Chaplain Doug Green

2. Pledge of Allegiance

b. Welcome and Roll Call

Present: Mayor Reuben Kent Guinn
Pro Tem James P. Hilty Sr
Council Member Kristen M. Dreyer
Council Member Barry Mansfield
Council Member Jay A. Musleh
Council President Ire J. Bethea Sr.

2. Public Notice

Public Notice for the February 1, 2022 City Council Regular Meeting was posted on December 21, 2021

3. Proclamations & Awards

Black History Month

Mayor Guinn presented a proclamation for Black History Month. He discussed how Black History Month honors the accomplishments and contributions made by generations of African Americans. The City proclaims February 2022, as Black History Month.

Mayor Guinn encouraged the community to support the program Kut Different, Inc.

Jamie Gilmore Jr. thanked the City for honoring Black History Month.

President Bethea recognized individuals in Marion County, who should be honored during the celebration of Black History Month.

4. Presentations

5. Public Comments

Glenda Vietinghoff, 2721 NE 27th Street, Ocala, FL, requested follow-up to her concerns about a neighbor owning pigs within the City limits

Glenda Vietinghoff, 2721 NE 27th Street, Ocala, FL, discussed a code enforcement case regarding pigs housed in a residential neighborhood. She explained she had collected and submitted 91 petitions from surrounding neighbors requesting the City uphold the City code prohibiting pigs in the City. She requested a follow-up from the City regarding the case.

City Attorney Batsel explained the situation is before the Special Magistrate. The City Attorneys cannot have direct conversations with a Special Magistrate outside of a hearing. Furthermore, he will follow-up with the Special Magistrate at the request of Ms. Vietinghoff.

Ms. Vietinghoff noted her letter was not documented in the portal for the code enforcement case. She believes the resident should not be exempt from following the code enforcement regulations.

6. Public Hearings

6a. Approve 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. This public hearing was postponed from the January 4, 2022 and February 1, 2022 City Council Meetings.

Council Member Musleh requested the hearing be postponed to the next City Council meeting on February 15, 2022.

There being no further discussion the motion carried by roll call vote.

RESULT: POSTPONED
MOVER: Jay A. Musleh
SECONDER: James P. Hilty Sr
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

6b. Adopt 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). This public hearing was postponed from the January 4, 2022 and February 1, 2022 City Council Meetings (Quasi-Judicial)

Introduced By: Jay A. Musleh

Council President Pro Tem Hilty requested the hearing be postponed to the next City Council meeting on February 15, 2022.

There being no further discussion the motion carried by roll call vote.

RESULT: POSTPONED
MOVER: James P. Hilty Sr
SECONDER: Barry Mansfield

AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

7. Second and Final Reading of Ordinances - None

8. General Business

8a. Approve Task Work Order #13 to provide SunTran fixed-route bus transit design services using Kimley-Horn and Associates Inc. for bus stop prioritization, surveying, construction plans, and permitting for twenty-five bus stops in the amount of $218,07

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Jay A. Musleh

SECONDER: James P. Hilty Sr

AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

8b. Approve Task Work Order #14 with Kimley-Horn and Associates Inc. for architectural and engineering design services for renovations to the SunTran bus facility located at 1805 NE 30th Avenue in the amount of $79,646

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Kristen M. Dreyer

AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

8c. Approve contract to purchase six parcels in Downtown Ocala owned by Mt. Moriah Church for a future parking garage in the amount of 1,765,000

Assistant City Manager Pete Lee presented a map that showed 7 properties City staff have considered for a future parking garage. He explained the Mt. Moriah Church property is the most suitable for numerous reasons, including the price, location and redevelopment opportunities in the surrounding parcels. It is equidistant from the downtown core as the existing garage by City Hall, as well as it would spur redevelopment opportunities on the western edge of the Downtown as part of the Vision 2035 plan. He noted Downtown is lacking in parking.

Council President Pro Tem Hilty requested insight into the discussion with JJAB Investments and any potential residential development plans on that site. Assistant City Manager Pete Lee responded the parcel has two separate owners. One of the owners purchased the parcel to develop residential housing in the community, however, the City has not yet received any development plans.

Council President Pro Tem Hilty asked if the City should consider purchasing the parcel. Mr. Lee responded the sale price is out of the price range.

Council President Pro Tem Hilty expressed safety concerns regarding pedestrians walking from the parking garage. Mr. Lee noted the area isn't as developed, but there are restaurants around it such as The Courtyard and Pi, which is currently being renovated.

He provided an overview of potential development plans in the area.

Council President Pro Tem Hilty requested clarification on the lease to purchase agreement. Mr. Lee responded the lease agreement will be finalized during closing.

Council Member Mansfield questioned how the City purchases property, or if there had been any workshops regarding this agreement. Mr. Lee noted staff had talked to each Council Member about this agreement. City Attorney Batsel explained these types of contracts are subject to Council approval, and are entered into prior to coming to Council.

Mr. Lee discussed the Vision 2035 plan. The City plans on developing a third parking garage on the north side of SR40, but there isn't currently enough traffic to warrant. That development will likely include a public-private partnership or private builder. To note, the development plan for a second parking garage south of SR40 was discussed with Council in 2019. The City can install street lights to alleviate safety concerns in the area. The Vision 2035 plan included an expectation that surface parking would be replaced with structured parking.

Council Member Mansfield asked when the item will be opened for public comment. Mr. Lee responded the discussions for the project were held internally. The City performed market research on pricing before making any purchases.

Council Member Mansfield asked what the due diligence is on the contract. City Attorney Batsel responded 90-days from Council approval of the contract.

Mayor Guinn stated he supports the proposed garage location. He noted the garage is surrounded by local entertainment establishments. He asked who owns the top left parcel. Mr. Lee responded Martin Ryan owns the property and plans on selling the property to the City.

Mayor Guinn requested clarification on the development plans for the remaining parcels. Mr. Lee responded the City will list the parcels for sale on the real estate market after construction.

Council Member Mansfield stated he wants to receive feedback from the public.

Council Member Dreyer commented the City should seek public input from local Downtown businesses. She noted many of the business owners are upset the City did not ask for their feedback. She requested the City allow Downtown businesses to comment on the project. Furthermore, she concurs with Council President Pro Tem Hilty regarding the safety concerns.

Council Member Dreyer questioned why the City is not interested in purchasing the McDoniels property. Mr. Lee responded the requested price is too high. He noted the City has more development opportunities on the parcel they have acquired. The City will remedy all safety concerns at the proposed location. Furthermore, the garage project will

take several years to complete.

Council Member Musleh asked what the purpose of the due diligence period is. Mr. Lee responded to allow the City to review the geo-technical aspects of the property.

Council Member Musleh asked if Council can terminate the agreement due to negative public input. City Attorney Batsel explained the termination clause. The City would have to determine if the property is suitable for the proposed use, which requires a Phase 1 environmental inspection. The concerns raised by Council can be used to terminate the contract during the feasibility period.

Council Member Dreyer asked if the item can be tabled until Council receives input from Downtown businesses. City Attorney Batsel responded the contract was executed on January 5th, and the contingency must be accepted by Council within 60-days. The City can make a minor amendment to extend the contingency. The request will need Council approval on March 1, 2022, without the seller extending the contingency.

Council Member Dreyer commented Council can receive feedback from local businesses within the specified timeframe.

Glenn Fiorello, 838 SE 3rd Street, Ocala, FL, commented on the building decisions of the parking garage by City Hall and asked if more floors could be added to increase parking for the public. City Engineer & Director of Water Resources Sean Lanier explained the design does not allow for more than 3 floors. He noted the City did not have the budget to go beyond three floors.

Council President Bethea asked if there is a height limit for the garage project. Mr. Lee responded the form-based code would allow for an exception on height limits. .

Mr. Fiorello suggested the City consider more floors instead of more garages. He shared his experience building the Judicial Center. The County forgot to include the parking in the Judicial Center design.

Gerald Ergle, 3631 SE 12th Place, Ocala, FL, expressed disappointment the City did not schedule a public hearing to discuss the location of the proposed parking garage. He noted City business must be discussed with the public. He requested Council table the item to receive public input.

Kevin Sheilley, 310 SE 3rd Street, Ocala, FL, spoke in support of the proposed garage site. He believes the garage project will be a catalyst for additional development Downtown ($50 million investment). Furthermore, the proposed location will drive additional investment and revenue in the form of ad valorem taxes. He encouraged Council to support the proposed garage development site.

Council Member Dreyer asked if businesses are not investing in the Downtown due to limited parking. Mr. Sheilley responded yes; parking is a huge issue in the City. He anticipates more businesses will invest in the Downtown, if there is more available

parking for the public.

Council Member Dreyer asked what the time frame is for the $50 million investment. Mr. Sheilley responded the City will see the $50 million investment return in year 2024 to 2025.

Council President Pro Tem Hilty questioned the walkability of the area and noted the lot north of SR40 isn't any further away from the Downtown than the Mt. Moriah lot. Mr. Sheilley responded pedestrians hesitate to cross SR40. He believes that a parking garage north of SR40 would greatly benefit the businesses north of SR40.

Council President Pro Tem Hilty asked if the one-year delay impacts development plans. Mr. Sheilley explained the development process. He anticipates there will be no significant impacts.

Mayor Guinn commented the Master Plan from 2003 identifies the area for a parking garage. He noted the City will make the garage safe for the public. Furthermore, he anticipates the garage project will increase new development in the City.

President Bethea commented the Vision 2035 plan included comments from business owners and citizens.

Council Member Dreyer commented the perception is the public believes north 40th is unsafe for the pedestrians to cross. She requested the item be tabled before the City wastes money on a location the public is unwilling to travel to.

Mayor Guinn commented the City will remedy the pedestrian safety concerns by installing lights. He noted the City scheduled a year’s worth of meetings before the plan was approved.

Rock Gibboney, 597 NE 45th Terrace, Ocala, FL, encouraged City staff to get Council and citizens involved in the process and provide project updates. Furthermore, the City needs to communicate better with the new Council Members.

Council President Pro Tem Hilty stated he supports postponing the item for further discussion. He requested more information regarding the neighboring lots and sales price. Mr. Lee responded the price is based on the appraised value of the parcel.

Council President Pro Tem Hilty questioned if the City has communicated enough with the business owners Downtown. Council Member Dreyer responded no.

Council Member Dreyer asked how much McDoniels previously wanted to sell the property for. Mr. Lee responded he does not know.

Council Member Dreyer commented the amount of parking spaces do not differ from the current lot.

Mr. Lee commented they will conduct an analysis on the parcels to determine redevelopment potential.

Council Member Dreyer commented the public assumes Council discussed the matter. Mr. Lee responded the City discussed the details of the project with Council. He noted the City can schedule two public meetings within two weeks.

Council President Pro Tem Hilty stated he favors the proposed development; however, the item needs to be postponed for further discussion.

Mr. Lee suggested postponing discussion until March 1, 2022

Council President Pro Tem Hilty asked if the individuals can move out of the property sooner. Mr. Lee responded they can explore shortening the timeframe and the individuals requested one year.

Council agreed to postpone discussion to the next City Council meeting scheduled on March 1, 2022.

RESULT: TABLED

8d. Adopt Resolution 2022-21 accepting a Federal Aviation Administration grant for the Airport Coronavirus Relief Grant Program and authorize the City Council President to sign and execute the grant agreement totaling $148,000

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Barry Mansfield
SECONDER: James P. Hilty Sr
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

8e. Approve award of three-year contract to Boot Barn, Inc. for the provision of discount pricing on protective footwear for City employees in the amount of $150,000

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Kristen M. Dreyer
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

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.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Barry Mansfield

AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

9a. See Item 10

9b. Adopt Budget Resolution 2022-127 amending the Fiscal Year 2021-2022 budget to appropriate grant funding from the Federal Aviation Administration totaling $148,000

9c. Approve Task Work Order #4 utilizing Kimley-Horn and Associates for traffic management design for the State Road 464 Force Main Replacement project with a not-to-exceed cost of $76,949

9d. Approve the purchase, delivery and assembly of filtration boxes from Oldcastle Infrastructure Inc. for the Edgewood Pond drainage retention area with a cost not to exceed $61,835

9e. Approve agreement with the Diocese of Orlando concerning the conveyance of property for Trinity Catholic High School and granting a new drainage easement to the City of Ocala

9f. Approve the purchase of an Apex Interactive Crisis Intervention, De-Escalation, and Use of Force Training Simulator in the amount of $89,296

9g. Approve a grant contract from the Florida Department of Law Enforcement (FDLE) to reimburse expenses for implementation assistance with the Florida Incident Based Reporting System (FIBRS) program totaling $44,671

9h. Adopt Budget Resolution 2022-128 amending the Fiscal Year 2021-2022 budget to accept and appropriate funds from the Florida Department of Law Enforcement (FDLE) to reimburse expenses for implementation assistance for the Florida Incident Based Reporting System (FIBRS) totaling $44,671

9i. Approve contract for rehabilitation for the English residence located on NW 19th Ct to Algat Enterprises, Inc. for a total project cost not to exceed $92,078

9j. Approve contract for rehabilitation of the Roney residence located on NE 16th Ct. to Algat Enterprises, Inc. for a total project cost not to exceed $84,819

9k. Approve Labor Attorney invoices for the month of December 2021 in the amount of $298.75

9l. Approve appointment of Christina Snook to the Ocala Historic Preservation Advisory Board for an unexpired three-year term ending March 1, 2024

9m. Approve Regular Meeting City Council Minutes for Tuesday, January 18, 2022

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.

9a. Adopt Budget Resolution 2022-126 to appropriate funds from the General Fund Reserve for projects for the purchase of six parcels in Downtown Ocala owned by the Mt. Moriah Church in the amount of $1,765,000

RESULT: TABLED

11. Introduction and First Reading of Ordinances

(Second and Final Reading - February 15, 2022)

11a. Adopt Ordinance 2022-20 to adjust the General Employees' Retirement System investment assumption rate

Introduced By: James P. Hilty Sr

RESULT: INTRODUCED

11b. Adopt Ordinance 2022-21 for a zoning change from B-4, General Business, to M-1, Light Industrial, for approximately 7.72 acres of property located at 2905 and 2957 N Pine Avenue (Case ZON21-44608) (Quasi-Judicial).

Introduced By: Kristen M. Dreyer

RESULT: INTRODUCED

12. Internal Auditor's Report

13. City Manager's Report

14. Police and Fire Department Report

Police Chief Mike Balken – Public Safety Opioid Response Efforts

Police Chief Balken reported the overdose deaths amount to seven, due to a hot batch of drugs. The Police Department is working hard to combat illegal drugs in the community and 58 employees tested positive for COVID-19.

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 8, overdose deaths 1 and Narcan leave behind 2. For the month of January, 336 people have enrolled in the Opioid Recovery Project and they had a total of 136 community paramedicine graduates. The Narcan leave behind for the OD2A Program amounts to 76 participants and trained 26 individuals to administer Narcan.

15. Mayor's Report

Mayor Guinn shared his experience attending the US Conference of Mayor's

He discussed local issues and the migration of people moving to the City of Ocala. He encouraged Council to view the event photos online. Furthermore, he anticipates the defund the police movement has died down.

Mayor Guinn discussed a Bill currently under review by the Senate.

Mayor Guinn stated he opposes a Bill currently under review by the Senate. The Bill allows the release of prisoners for serving 65% of their time. The Bill will release many violent prisoners

into the community. He discussed a recently released prisoners that killed Detective Rivera in New York. Furthermore, he plans on traveling to Tallahassee to speak to the Senate Committee regarding the proposed Bill.

16. City Attorney's Report

16a. Approve City Attorney's representation of City employee in ethics complaint

City Attorney Batsel explained the provision of the City Code that deals with representing a City employee with an ethics complaint filed against them. The employee's identity is kept confidential throughout the process. The code states the employee must be reimbursed if they are acquitted or charges have been dismissed. He noted the technical application of the code creates a hardship for an employee to hire an attorney. He discussed a pervious case with an employee last August.

The City staff determined there was no ethics violation after analyzing the file. Furthermore, the employee met with Assistant City Attorney Patrick Gilligan and they are requesting Council allow Assistant Attorney Gilligan to represent the employee. Council previously requested the ordinance be revised to allow an exception when the City Manager or his/her designee determine no ethics violation occurred. He requested Council vote on the motion: Assistant City Attorney Gilligan to represent the employee and discuss presenting a revision of the ordinance. Council had no objections to the City Attorney bringing back revisions to the ordinance.

There being no discussion the motion carried by roll call vote.

RESULT:	APPROVED
MOVER:	James P. Hilty Sr
SECONDER:	Kristen M. Dreyer
AYE:	Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

Council agreed to delegating the Council President to sign agreements relating to opioid litigation settlements

City Attorney Batsel reported Council approved several settlement agreements. He anticipates the City will receive more settlements for Council to review soon. He discussed an email he received regarding approving participation in the settlements. Due to quick deadlines and short notices, he requested Council delegate authority and allow Council President Bethea to execute the agreements in the short term.

Council agreed with the request.

City Attorney advised Council of a court hearing on February 11th at 10:00 AM to determine the final claim administration process

City Attorney Batsel reported a hearing is scheduled on February 11, 2022, at 10 a.m.; to discuss the plaintiffs class motion to approve the class notice of final hearing. The hearing could result in a formal claims administration process.

17. Informational Items

17a. Calendaring Items

17a1. City Council Work Session - Solid Waste/Recycling & Animal Control - Tuesday, February 8, 12pm Noon

17a2. Strategic Planning Session - Tuesday, March 22 - Time/Location TBA

17b. Comments by Mayor

Mayor Guinn discussed appointing Council Members to the Bid Committees

Mayor Guinn suggested Council appoint Members to the Bid Committees. He asked if Council was interested in participating in the Bid Committee.

Council Member Dreyer commented she will be meeting once a month with City staff to discuss City projects.

Mayor Guinn shared his experience as a City Council Member participating in the Bid Committee.

Council President Bethea commented he meets once a month with City management.

17c. Comments by Council Members

Council Member Mansfield commented on the importance of transparency and suggested reviewing the City Manager position

Council Member Mansfield commented on the importance of transparency with the public. He noted the public is the shareholders for the City. He suggested Council perform a nationwide search for a new City Manager from outside the community, with a strong background in civil and construction matters. Furthermore, his perception of City staff, is they only want Council to vote on requests, but not ask questions.

President Bethea questioned finding a new City Manager with an expertise in all City Departments

Council Member Musleh commented on the contract renewal process for the City Manager position

Council Member Musleh stated it is inappropriate for Council to discuss the City Manager position at this time. The City Manager contract ends in October 2022. He suggested Council extend the current City Manager the length of their contract; if Council chooses not to renew the contract in October, an interim City Manager will be appointed during the City Manager search. The City previously selected an outside candidate for the City Manager position, however, the candidate moved back to their hometown. Furthermore, he concurs with Council President Bethea; Council will not find a candidate with an expertise in all departments.

President Bethea commented on City Manager Sandra Wilson's exceptional business skills

President Bethea stated City Manager Sandra Wilson has a vast knowledge of City operations

and exceptional business skills.

Council Member Dreyer commented on the importance of transparency

Council Member Dreyer expressed concern regarding transparency with Council and the public. The City staff need support and guidance from the City Manager. She noted one of the City Managers direct reports requested she not discuss certain things during City Council meetings. She questioned why it would be inappropriate to start the search for a new City Manager now.

City Manager Sandra Wilson asked Council Member Dreyer what she requested she not speak about. Council Member Dreyer responded she approached her prior to the meeting and requested she not mention the City lawsuit. . Ms. Wilson confirmed Council Member Dreyer was referring to pending litigation. Council Member Dreyer responded in the affirmative.

17d. Informational

17d1. Monthly Budget to Actual Report as of December 31, 2021 and Capital Improvement Project Status Report

17d2. Power Cost Adjustment Report - December 2021

17d3. Executed Contracts Under $50,000

17d4. Risk Management Status Report

18. Adjournment

6:45 PM

Adjourned at 6:45 p.m.

Minutes

_____ _____

Ire Bethea Sr.
Council President

Angel B. Jacobs
City Clerk

File #: 2022-0247, **Version:** 1

Submitted By: Shannon J Crandall

Presentation By: Robert W. Batsel, Jr.
Department: City Attorney

STAFF RECOMMENDATION (Motion Ready):
Approve start time of recurring attorney-client meeting pursuant to Florida Statute § 286.011 in the matter of Discount Sleep of Ocala et al vs. City of Ocala

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, .

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Pursuant to Florida Statute, § 286.011, City Attorney Robert W. Batsel, Jr. and Assistant City Attorney Patrick G. Gilligan, requested a private attorney-client meeting with City Council (Jay Musleh, Kristen Dreyer, James Hilty, Ire Bethea and Barry Mansfield) and Sandra Wilson, City Manager or her designee, to discuss the above litigation to which the City is a party. The issues to be discussed will be confined to settlement negotiations.

The meetings were approved and scheduled to occur at 4:00 p.m. on the first and third Tuesday of each month (when City Council meets) and at 12:00 p.m. on all other Tuesdays. The meetings will last approximately one (1) hour. A court reporter will be present to record the meeting. The transcript of the meeting shall become a part of the public record upon the conclusion of the litigation.

FINDINGS AND CONCLUSIONS:
Council recently voted to move the Council Meetings from 5:00 p.m. to 4:00 p.m. The City Attorney is requesting the scheduled attorney-client sessions now be scheduled for 3:00 p.m. on the first and third Tuesdays and remain at 12:00 p.m. on all other Tuesdays.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
N/A

AMENDED PUBLIC NOTICE

A meeting pursuant to Florida Statute § 286.011 will be held on the first and third Tuesdays of each month (when city council meets), the meeting will occur at 3:00 p.m. On all other Tuesdays, the meeting will occur at 12:00 p.m. All meetings will be held in City Manager's Conference Room, Second Floor, City Hall

The meeting will be attended by the Ocala City Council, specifically: Jay Musleh, Kristen Dreyer, James Hilty, Ire Bethea and Barry Mansfield. Also in attendance will be, City Manager Sandra Wilson, or her designee, City Attorney Robert W. Batsel, Jr., Assistant City Attorney Patrick G. Gilligan, co-counsel Jason Zimmerman and co-counsel, Thomas Cloud in the matter of Discount Sleep of Ocala, LLC d/b/a Mattress Warehouse, Dale W. Birch et al. v. City of Ocala, Lower Tribunal Case No. 2014-0426-CA-G and Appellate Case No. 5D19-1899.

A Certified Court Reporter, as required by the Statute, will be in attendance to fully record the meeting.

GILLIGAN, ANDERSON & PHELAN, P.A.

ATTORNEYS AT LAW
1531 SE 36TH AVENUE
OCALA, FLORIDA 34471

PATRICK G. GILLIGAN
CHRISTOPHER A. ANDERSON
WILLIAM H. PHELAN, JR.*
GWENDOLYN PASTEUR WILLIAMS
SYDNEY M. SIMMONS
*Of Counsel

TELEPHONE (352) 867-7707
FACSIMILE (352) 867-0237
www.ocalalaw.com
email: pgilligan@ocalalaw.com

MEMORANDUM

TO: City Council

FROM: Robert W. Batsel, Jr., City Attorney

RE: Request for Attorney-Client Session pursuant to Florida Statute, §286.011

RE: Discount Sleep of Ocala, LLC d/b/a Mattress Warehouse, Dale W. Birch, et al. v. City of Ocala

Lower Tribunal Case No. 2014-0426-CA-G and Appellate Case No. 5D19-1899

Pursuant to Florida Statute, § 286.011, City Attorney Robert W. Batsel, Jr. and Assistant City Attorney Patrick G. Gilligan, request an amendment to the schedule for the recurring private attorney-client meeting with City Council (Jay Musleh, Kristen Dreyer, James Hilty, Ire Bethea and Barry Mansfield) and Sandra Wilson, City Manager or her designee, to discuss the above litigation to which the City is a party. The issues to be discussed will be confined to settlement negotiations.

It is requested that the meetings scheduled for the first and third Tuesday of each month be moved to 3:00 p.m. beginning March 1, 2022 due to the City Council meeting time being move to 4:00 p.m.

The meetings will each last approximately one (1) hour. A court reporter will be present to record the meeting. The transcript of the meeting shall become a part of the public record upon the conclusion of the litigation.

Legislation Text

File #: 2022-0248, **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

BACKGROUND

See attachment, "2-15-22 - Executed Contracts Under $50000", for list of contracts.

Contract Number	Contractor	Description	Amount
AIR/220023	N276MH. LLC	T-Hangar Lease Agreement	Revenue $3,933.84
AIR/220054	Louis S. Ehrenhalt	T-Hangar Lease Agreement	Revenue $3,147.12
AIR/220069	Mark E. Anders	T-Hangar Lease Agreement	Revenue $3,147.12
ELE/211109	Sean C. Johnson	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/220026	CEP, Good Life Publishing	Electric Dept. Advertising Agreement	$2,190
ELE/220030	Wilfredo A. Rodriguez-Fuentes	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/220032	Jonathan Rivera	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/220043	Charles Eaton	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/220044	Daniel Coleman	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/220068	HITS, Inc.	Electric Dept. Sponsorship Agreement	$25,000
FLT/18-015	Michael Lessard, Inc. DBA C&M Towing & Recovery	Second Amendment to Agreement for Wrecker and Towing Services	Renewal
FLT/210911	EFE, Inc.	Agreement to Provide Consignment Agricultural & Landscaping Parts Inventory Services	$28,107.78
GRM/211051	Colbert Construction, Inc.	Agreement for Demolition and Removal of Structure	$8,697
OFN/220002	Justin Dehaven	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $3,336
OFN/220004	Medical Management of Ocala, Inc.	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $3,000
OFN/220005	Raquel N. Kail	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $3,336
OFN/220006	Gettel Ocala, Inc.	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $5,550
OFN/220016	Jonathan Whanger	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $3,336

OFN/220021	Wear Gloves, Inc.	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $2,376
OFN/220022	AA Machine National, Inc.	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $2,376
OFN/220024	New Millennium Realty, LLC	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $1,188
OFN/220027	Michael Pappas	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $3,336
OFN/220039	Car Mart of Ocala, LLC	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $6,000
OFN/220040	Caren Barnes	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $3,336
OFN/220045	Jared D'Avi	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $5,004
OFN/220055	Paddock Ridge Assisted Living Facility, LLC	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $1,908
OFN/220056	The Alchemist Brews, Inc. DBA Muddy Lotus Tea	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $1,908
OFN/220058	SBA Network Services, LLC	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $1,188
OFN/220062	Kyle R. Drawdy	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $5,004
OFN/220071	Dove Enterprises Contracting & Design, Inc.	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $2,376
OFN/220072	WT Aviation of Florida, LLC	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $2,376
OFN/220073	Mark David Baines	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $3,336
OFN/220075	Robert C. Tyson	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $5,004
OFN/220076	Christopher Ulrich	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $5,004
OFN/220077	Abigail Goldsmith	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $2,376
OFN/220079	Church of God of Prophecy of Ocala, Florida, Inc.	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $2,376
REC/190065	Pitsch Plumbing Service, Inc.	Second Amendment to Agreement for Backflow Inspection and Repair Services	Renewal
REC/211106	Jessica Bradsher	Agreement for Artwork Loan and Display	$2,000
REC/211133	Advent Health	Recreation & Parks Sponsorship Agreement	$3,000
REC/211150	Walter Israel	Agreement for Artwork Loan and Display	No Cost

REC/220010	LPT Salsa, LLC	Agreement for Performance Services	$3,600

220043

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: Charles Eaton

Mailing Address: 2471 NW 50th Ave

City: Ocala State: FL Zip Code: 34482

Phone Number: (252) 294-8225 Alternate Phone Number: _____

Email Address: charles031252@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 523602216618

2. RGS Facility Information

Facility Location: 2471 NW 50th Ave. Ocala, FL 34482

Ocala Electric Utility Customer Account Number: 523602216618

RGS Manufacturer: LG / Enphase

Manufacturer's Address: _____

_____

Reference or Model Number: 24 LG365N1C-A6 : 24 Enphase IQ7PLUS-72-2-US

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: 7.446 ("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: 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: Charles A. Eaton Date: 5-27-21
(Print Name)

Charles A Eaton
(Signature)

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

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City: Ocala State: FL Zip Code: 34482

Phone Number: (252) 294-8225 Alternate Phone Number: _____

Email Address: charles031252@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 523602216618

2. RGS Facility Information

Facility Location: 2471 NW 50th Ave. Ocala, FL 34482

Ocala Electric Utility Customer Account Number: 523602216618

RGS Manufacturer: LG / Enphase

Manufacturer's Address: _____

Reference or Model Number: 24 LG365N1C-A6 : 24 Enphase IQ7PLUS-72-2-US

Serial Number: _____

(Continued on Sheet No.19.1)

3. Facility Rating Information

Gross Power Rating: 7.446 ("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: 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: Charles A. Eaton Date: 5-27-21
(Print Name)

Charles A Eaton
(Signature)

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 26th day of May, 2021, by and between Charles Eaton, (hereinafter called "**Customer**"), located at 2471 NW 50th 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: 2471 NW 50th Ave. 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: Bill Kauffman

Title: ACM / CFO

Date: 01 / 31 / 2022

Customer:

By: Charles A Eaton
(Print Name)

Charles A Eaton
(Signature)

Date: 5-27-21

City of Ocala Electric Utility Account Number:

523602216618

Approved as to form and legality:

Robert W. Batsel, Jr.

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 26th day of May, 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 Charles Eaton, 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: Bill Kauffman
Title: ACM / CFO
Date: 01 / 31 / 2022

Florida Municipal Power Agency
By: [signature]
Title: Bus Dev & Sys Ops Director
Date: 01 / 31 / 2022

Customer
By: Charles A. Eaton Date: 5-27-21
(Print Name)
Charles A. Eaton
(Signature)

Customer's City of Ocala Electric Utility Account Number: 523602216618

Approved as to form and legality:

Robert W. Batsel, Jr.
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.

Heritage Property & Casualty Insurance Company
Homeowners Declarations Page

Heritage Property & Casualty
Insurance Company
2600 McCormick Dr., Suite 300
Clearwater, FL 33759
1-855-536-2744

HERITAGE Insurance

Agent Name: 45000 GEICO Insurance
Address: Agency Inc
One GEICO Blvd
Fredericksburg, VA 22412
Agent Phone #: (866)388-4034

If you have any questions regarding this policy which your agent is unable to answer, please contact us at 1-855-536-2744.

Agency Code: G0008

Policy Number: HOH336866
Named Insured: CHARLES EATON
Mailing Address: 2471 NW 50TH AVE
OCALA, FL 34482

Phone Number:

Insuring Company: Heritage Property & Casualty Insurance Company
2600 McCormick Dr., Suite 300
Clearwater, FL 33759

Effective Dates: From: 12/20/2020 12:01 am To: 12/20/2021 12:01 am
Effective date of this transaction: 12/20/2020 12:01 am

Activity: Renewal
Co-Applicant: NANCY EATON

Insured Location: 2471 NW 50TH AVE
OCALA, FL 34482
Marion County

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
Coverage - A - Dwelling	*$298,522	$566.00	$1,516.00	$2,082.00
Coverage - B - Other Structures	$5,970			Included
Coverage - C - Personal Property	$149,261			Included
Coverage - D - Loss Of Use	$29,852			Included
Coverage - E - Personal Liability	$300,000	$15.00		$15.00
Coverage - F - Medical Payments To Others	$5,000	$10.00		$10.00
* Coverage A Increased due to an Inflation Factor				
Total of Premium Adjustments		($145.00)	($1,084.00)	($1,229.00)

SEE PAGE 3 FOR DETAILED DESCRIPTION OF PREMIUM ADJUSTMENTS

Total Policy Premium **$878**

Hurricane Premium = $432.00 **Non-Hurricane Premium = $446.00**

Deductible: **All Other Perils: $1,000**

Hurricane Deductible: 2% of Coverage A = $5,970

Law and Ordinance: **Law and Ordinance :** 10% of Coverage A = $29,852

If your policy contains replacement cost on dwelling, the amount of coverage will not exceed the stated policy value.

11/01/2020

Ernie Garateix
Authorized Signature

HPCHO3 DEC2 01 19

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

Forms and Endorsements:	HTGGIARWLNMPD 08 19	OIR B1 1670 01 06	OIR B1 1655 02 10
	HPC HOJ 02 14	HPCHO3 IDX 07 12	HPC PRI 02 14
	HO 00 03 04 91	HO 03 51 01 06	HPCHO3 09 SP 02 19
	HPCHO 09 OTL 07 12	HPCHO REJ OLR 03 13	HPCHO 09 DN 07 12
	HPCHP 06 CLP 07 12	HPC HDR 01 13	HPC CGCC 07 12
	HPCHO 09 ED 07 12	HPCHO 09 ELE 12 13	HO 04 96 04 91
	HO 04 21 10 94	HPC OLN 03 13	HPC OSLC 07 12
	HPCHO PE1 12 18	HPCHO 09 OL3 12 12	HPC CE 07 12
	HPC WE 07 12		

Pay Plan:	**Number of Payments:**	1	**Bill to:**	MORTGAGEE
Rating Information:	**Program:**	HO-3	**Construction Type:**	Masonry
	Territory:	522F02	**Year Constructed:**	1994

Scheduled Property: **Description:**

Messages:

In the event of a claim, please call toll free 1-855-415-7120.

We are available 24 hours a day, 7 days a week.

This replaces all previously issued policy declarations, if any. In case of property loss, only that part of loss over stated deductibles applies, unless otherwise stated in the policy. This declaration page together with all policy provisions and any other applicable endorsements completes your policy.

A rate adjustment of 0% is included to reflect the Building Code Enforcement Grade in your area. Adjustments range from 5% surcharge to 46% credit.

A rate adjustment of 62% 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%.

On Property Coverage limit increased at renewal due to an inflation factor of 4%, as determined by a national index of construction costs to maintain insurance to the approximate replacement cost of your home.

Coverage Section	Limits	Non-Hurricane	Hurricane	Total
Preferred Homeowners Pillar Endorsement		$49.00	$53.00	$102.00
Coverage C Increased Special Limits Of Liability -Jewelry, Watches and Furs	$2,500			Included
Coverage C Increased Special Limits Of Liability -Silverware, Goldware and Pewterware	$3,500			Included
Home Computer Coverage	$5,000			Included
Identity Fraud Expense Coverage	$25,000			Included
Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage	$10,000			Included
Loss Assessment Coverage	$5,000			Included
Ordinance Or Law Offer Of Coverage	$29,852	$30.00	$25.00	$55.00
Personal Property Replacement Cost				Included
Service Line Coverage	$10,000			Included
Water Back Up And Sump Discharge Or Overflow	$5,000			Included
Construction Type			($303.00)	($303.00)
Age of Roof			($93.00)	($93.00)
Deductible		($32.00)	($118.00)	($150.00)
Age of Home		$102.00	$121.00	$223.00
Protection Class Factor		($74.00)		($74.00)
Secured Community Credit		($72.00)		($72.00)
Senior/Retiree		($41.00)		($41.00)
Paperless Policy Discount		($10.00)		($10.00)
Financial Responsibility Credit		($113.00)		($113.00)
Windstorm Loss Mitigation Credit		($11.00)	($769.00)	($780.00)
Policy Fee		$25.00		$25.00
Emergency Management Preparedness and Assistance Trust Fund Fee		$2.00		$2.00

Policy Interest:

NAME	ADDRESS	INTEREST TYPE	BILL TO	REFERENCE#
Branch Banking and Trust Mortgage - Its Successors and or Assigns	PO Box 7933 Springfield, OH 45501	MORTGAGEE	Yes	6620966876

Special Message:

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 COVERAGE IS NOT PROVIDED BY THIS POLICY.

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.

The amount of premium change due to an approved rate increase is $93.00.
The amount of premium change due to a coverage change is ($37.00).

EATON RESIDENCE

8.76kW PV SYSTEM

2471 NW 50TH AVE
OCALA, FL 34482

PROJECT DESCRIPTION:

24x365 LG NEON: LG365N1C-A6 (365W) MODULES
ROOF MOUNTED SOLAR PHOTOVOLTAIC MODULES

SYSTEM SIZE: 8.76 kW DC STC
ARRAY AREA #1: 253.50 SQ FT
ARRAY AREA #2: 214.50 SQ FT.

EQUIPMENT SUMMARY
24 LG NEON: LG365N1C-A6 (365W) MODULES
24 ENPHASE IQ7PLUS-72-2-US MICROINVERTERS
01 ENPHASE ENCHARGE 10 BATTERY
01 ENPHASE ENPOWER SMART SWITCH

RACKING: UNIRAC LIGHT RAIL
ATTACHMENT: UNIRAC FLASHLOC

DESIGN FACTORS:
WIND SPEED (ULT): 140
WIND SPEED (ASD): 108
RISK CATEGORY: II
EXPOSURE: B

CODES AND STANDARDS

GOVERNING CODES :
FLORIDA RESIDENTIAL CODE, 7TH EDITION 2020 (FRC)
FLORIDA PLUMBING CODE, 7TH EDITION 2020 (FPC)
FLORIDA BUILDING CODE, 7TH EDITION 2020 EDITION (FBC)
FLORIDA MECHANICAL CODE, 7TH EDITION 2020 (FMC)
NATIONAL ELECTRICAL CODE 2017 (NEC)
FLORIDA FIRE PREVENTION CODE, 7TH EDITION 2020 (FFPC)
ASCE 7-16

OWNER

EATON, CHARLES

INSTALLER

SUNPRO SOLAR
4492-4494 EAGLE FALLS PLACE
TAMPA, FL 33619
PH: (866) 450-1012

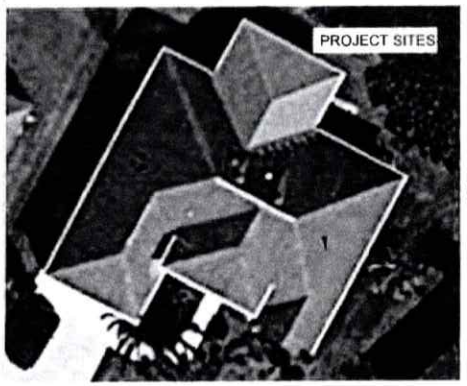
ENGINEER

Castillo Engineering Services LLC
620 N. Wymore Road, Suite 250,Maitland, FL 32751
TEL: (407) 289-2575
Ermocrates E. Castillo
License#: FL PE 52590

SHEET INDEX

SHEET #	SHEET DESCRIPTION
G-01	COVER SHEET
A-00	NOTES AND DESCRIPTION
A-01	ROOF PLAN
S-01	MODULE LAYOUT
S-01.1	PARTIAL PRESSURE AND MODULES EXPOSURE
S-02	ATTACHMENT DETAIL
S-02.1	STRUCTURE CALCULATION
E-01	ELECTRICAL LINE DIAGRAM
E-02	WIRING CALCULATIONS
E-03	SYSTEM LABELING
DS-01-08	DATA SHEETS

HOUSE PHOTO



PROJECT SITE

VICINITY MAP

STRUCTURAL CERTIFICATION:

I ERMOCRATES CASTILLO PE# 52590 AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE INSTALLATION OF THE MODULES IS IN COMPLIANCE WITH FBC: RESIDENTIAL 2020, CHAPTER 3 BUILDING STRUCTURE WILL SAFELY ACCOMMODATE WIND LATERAL AND UPLIFT FORCES, AND EQUIPMENT DEAD LOADS.

ELECTRICAL CERTIFICATION:

I ERMOCRATES CASTILLO PE# 52590 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. FBC 107.

Castillo Engineering
SOLAR DONE RIGHT
CASTILLO ENGINEERING SERVICES, LLC
COA # 28545
620 N. WYMORE ROAD, SUITE 250,
MAITLAND, FL 32751
TEL (407) 289-2575
ERMOCRATES E. CASTILLO - FL PE 52590

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REVISIONS

DESCRIPTION	DATE	REV

PROJECT INSTALLER

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Date: 2021.05.11 14:43:17

PROJECT NAME

EATON RESIDENCE
2471 NW 50TH AVE
OCALA, FL 34482

SHEET NAME
COVER SHEET

SHEET SIZE
ANSI B
11" X 17"

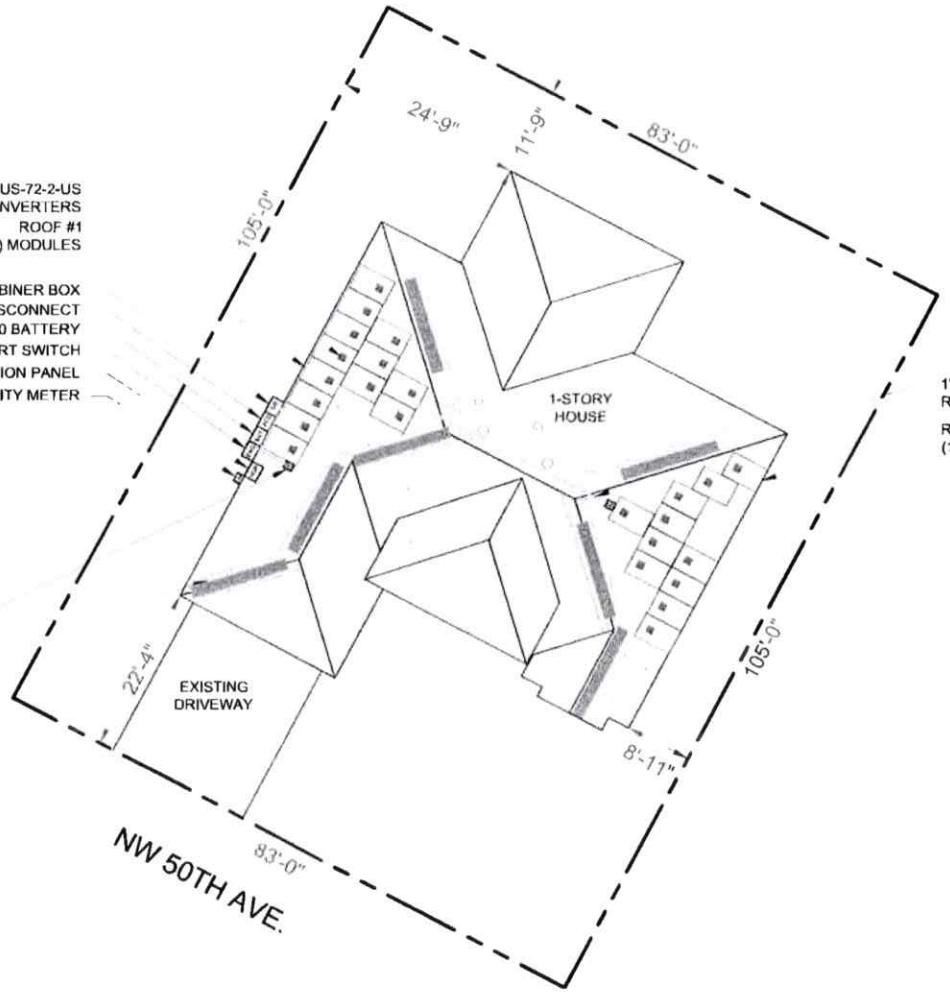
SHEET NUMBER
G-01

(N) (24) ENPHASE IQ7PLUS-72-2-US
MICROINVERTERS
ROOF #1
(13) LG NEON: LG365N1C-A6 (365W) MODULES

(N) ENPHASE IQ COMBINER BOX
(N) AC DISCONNECT
(N) ENPHASE ENCHARGE 10 BATTERY
(N) ENPHASE ENPOWER SMART SWITCH
(E) MAIN DISTRIBUTION PANEL
(E) UTILITY METER

(N) SOLADECK (TYP.)

FIRE ACCESS AND PATHWAYS AS
PER NFPA 11.12.2



1" IMC, RMC, FMC, LFMC, PVC, HDPE, NUCC,
RTRC, LFNC, FMT, ENT OR EMT CONDUIT RUN

ROOF #2
(11) LG NEON: LG365N1C-A6 (365W) MODULES

1 | ROOF PLAN WITH FIRE SETBACKS
A-01 | AND PROPERTY LINES SCALE: 1/16" = 1'-0"

Castillo Engineering

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PROJECT NAME

EATON RESIDENCE
2471 NW 50TH AVE
OCALA, FL 34482

SHEET NAME

ROOF PLAN

SHEET SIZE

ANSI B
11" X 17"

SHEET NUMBER

A-01

MODULE TYPE, DIMENSIONS & WEIGHT

NUMBER OF MODULES = 24 MODULES
MODULE TYPE = LG NEON: LG365N1C-A6 (365W) MODULES
WEIGHT = 41.01 LBS / 18.6 KG
MODULE DIMENSIONS = 68.5" x 41" = 19.50 SF
UNIT WEIGHT OF ARRAY = 2.10 PSF

ROOF	ROOF TYPE	ARRAY AREA (Sq. Ft.)	ROOF AREA (Sq. Ft.)	ROOF AREA COVERED BY ARRAY (%)	TILT	AZIMUTH	TRUSS SIZE	TRUSS SPACING
#1	ASPHALT SHINGLE	253.50	616.64	41.11	26.6°	298°	2"X4"	24" O.C.
#2	ASPHALT SHINGLE	214.50	502.62	42.68	26.6°	118°	2"X4"	24" O.C.

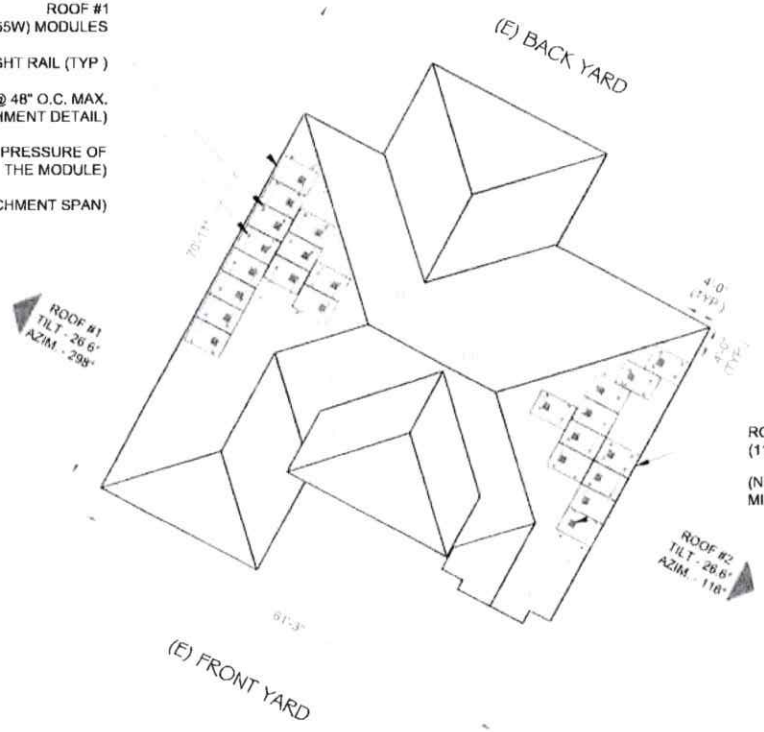
ROOF #1
(13) LG NEON: LG365N1C-A6 (365W) MODULES

(N) UNIRAC LIGHT RAIL (TYP.)

(62) PV ROOF ATTACHMENT @ 48" O.C. MAX.
(SEE SHEET S-02 FOR ATTACHMENT DETAIL)

(SEE SHEET S-01.1 FOR PARTIAL PRESSURE OF THE MODULE)

(SEE SHEET S-01.2 FOR ATTACHMENT SPAN)



ROOF #2
(11) LG NEON: LG365N1C-A6 (365W) MODULES

(N) (24) ENPHASE IQ7PLUS-72-2-US MICROINVERTERS

GENERAL INSTALLATION PLAN NOTES:

1) ROOF ATTACHMENTS TO SYP TRUSSES SHALL BE INSTALLED AS SHOWN IN SHEET S-02 AND AS FOLLOWS FOR EACH WIND ZONE:

WIND ZONES	NON - EXPOSED MODULES SPAN	NON - EXPOSED MODULES CANTILEVER	EDGE / EXPOSED MODULES SPAN	EDGE / EXPOSED MODULES CANTILEVER
ZONE 1	4' - 0"	1'-4"	4' - 0"	1'-4"
ZONE 1'	X	X	X	X
ZONE 2e	4' - 0"	1'-4"	4' - 0"	1'-4"
ZONE 2n	X	X	X	X
ZONE 2r	4' - 0"	1'-4"	4' - 0"	1'-4"
ZONE 3e	4' - 0"	1'-4"	4' - 0"	1'-4"
ZONE 3r	X	X	X	X

2) EXISTING RESIDENTIAL BUILDING IS AN ASPHALT SHINGLE ROOF WITH MEAN ROOF HEIGHT IS 15 FT AND SYP 2"X4" ROOF TRUSSES SPACED 24" O.C. EXISTING ROOF SLOPE FOR SOLAR SYSTEM RETROFIT IS 26.6 DEGREES. CONTRACTOR TO FIELD VERIFY AND SHALL REPORT TO THE ENGINEER IF ANY DISCREPANCIES EXIST BETWEEN PLANS AND IN FIELD CONDITIONS.

3) FIRE SETBACK TO BE 3' FROM RIDGE AND EDGES, AND 18" EACH WAY FROM HIPS AND VALLEYS PER NFPA 11.12.2.

* I CERTIFY THAT THE INSTALLATION OF THE MODULES IS IN COMPLIANCE WITH FBC: RESIDENTIAL CHAPTER 3. BUILDING STRUCTURE WILL SAFELY ACCOMMODATE LATERAL AND UPLIFT WIND LOADS AND EQUIPMENT DEAD LOADS *

LEGEND

- EXPOSED MODULE
- EDGE MODULE
- NON- EXPOSED MODULE
- MISSING MODULE
- MIN. MODULE EDGE DISTANCE LINE
- MODULE EXPOSURE LINE
- WIND ZONE 1' (TYP)
- WIND ZONE 1 (TYP)
- WIND ZONE 2e (TYP)
- WIND ZONE 2n (TYP)
- WIND ZONE 2r (TYP)
- WIND ZONE 3r (TYP)
- WIND ZONE 3e (TYP)

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DESCRIPTION	DATE	REV

PROJECT INSTALLER

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PROJECT NAME

EATON RESIDENCE
2471 NW 50TH AVE
OCALA, FL 34482

SHEET NAME

MODULE LAYOUT

SHEET SIZE

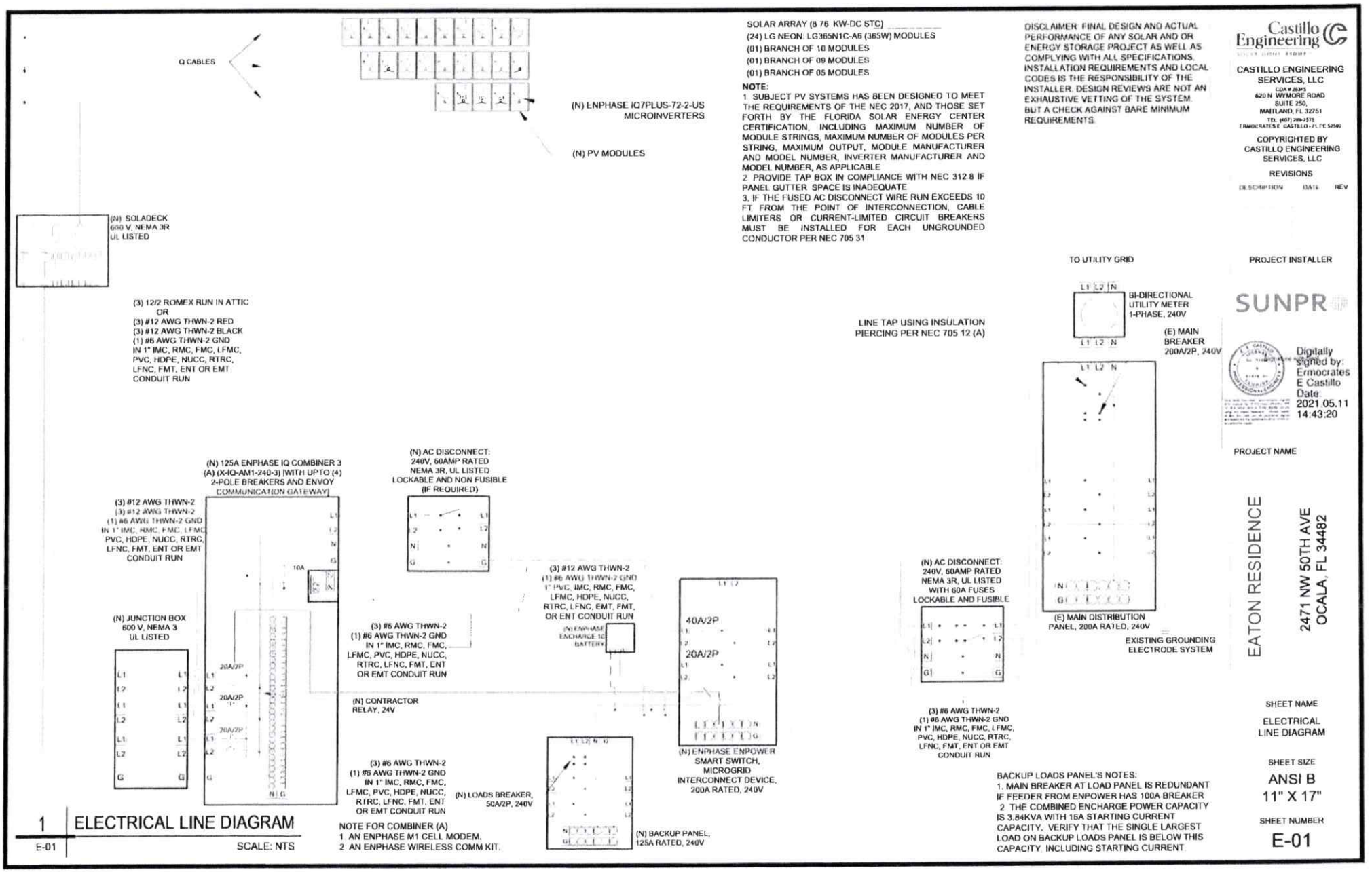
ANSI B
11" X 17"

SHEET NUMBER

S-01

1 MODULE LAYOUT
S-01 SCALE: 1/16" = 1'-0"

776



1 ELECTRICAL LINE DIAGRAM

E-01 SCALE: NTS

NOTE FOR COMBINER (A)
1 AN ENPHASE M1 CELL MODEM.
2 AN ENPHASE WIRELESS COMM KIT.

SOLAR ARRAY (8 76 KW-DC STC)
(24) LG NEON: LG365N1C-A6 (365W) MODULES
(01) BRANCH OF 10 MODULES
(01) BRANCH OF 09 MODULES
(01) BRANCH OF 05 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

BACKUP LOADS PANEL'S NOTES:
1. MAIN BREAKER AT LOAD PANEL IS REDUNDANT IF FEEDER FROM ENPOWER HAS 100A BREAKER
2 THE COMBINED ENCHARGE POWER CAPACITY IS 3.84KVA WITH 16A STARTING CURRENT CAPACITY. VERIFY THAT THE SINGLE LARGEST LOAD ON BACKUP LOADS PANEL IS BELOW THIS CAPACITY INCLUDING STARTING CURRENT

DISCLAIMER FINAL DESIGN AND ACTUAL PERFORMANCE OF ANY SOLAR AND OR ENERGY STORAGE PROJECT AS WELL AS COMPLYING WITH ALL SPECIFICATIONS, INSTALLATION REQUIREMENTS AND LOCAL CODES IS THE RESPONSIBILITY OF THE INSTALLER. DESIGN REVIEWS ARE NOT AN EXHAUSTIVE VETTING OF THE SYSTEM, BUT A CHECK AGAINST BARE MINIMUM REQUIREMENTS.

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PROJECT NAME

EATON RESIDENCE
2471 NW 50TH AVE
OCALA, FL 34482

SHEET NAME
ELECTRICAL LINE DIAGRAM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-01

777

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Application for Interconnection of.....
FILE NAME	3912_001.pdf
DOCUMENT ID	3fc682f5286f3b75d10a15f3270912e126381a35
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 26 / 2022** 10:12:44 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), William Kauffman (wkauffman@ocalafl.org) and Florida Municipal Power Agency (chris.gowder@fmpa.com) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 12:45:13 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
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FILE NAME	3912_001.pdf
DOCUMENT ID	3fc682f5286f3b75d10a15f3270912e126381a35
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COMPLETED	**01 / 31 / 2022** 13:35:34 UTC-5	The document has been completed.

220044

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: Daniel Coleman

Mailing Address: 512 NW 25th Loop

City: Ocala State: FL Zip Code: 34482

Phone Number: 513 254 5119 Alternate Phone Number: _____

Email Address: Colemandaniel169@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 535776-23525

2. RGS Facility Information

Facility Location: Same

Ocala Electric Utility Customer Account Number: 535776-23525

RGS Manufacturer: Enphase

Manufacturer's Address: 201 1st Street Suite 320

Petaluma, CA 94952

Reference or Model Number: IQ7A-MS-2-INT

Serial Number: _____

(Continued on Sheet No.19.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

3. Facility Rating Information

Gross Power Rating: 7.34 ("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: Pv Solar

Anticipated In- Service Date: 9/19/202_

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)

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

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: Daniel Coleman Date: 10/06/2021
(Print Name)

(Signature)

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

Enphase IQ Combiner 3C

Enphase
IQ Combiner 3C
(X-IQ-AM1-240-3C)

ENPHASE

ENPHASE

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

Enphase
Encharge 10

Enphase Encharge 10

MODEL NUMBER	
ENCHARGE-10-1P-NA	Encharge 10 battery storage system with integrated Enphase Microinverters and Battery Management Unit (BMU). Includes: (1) Encharge 3 10.5 kWh base units (3P) ACM-1000-1-NA (1) Encharge 10 Accessories (ACCESSORIES) kit, which includes 1x AC cable, wall bracket, conduit nuts, and attachments kit for wiring between batteries (B10-C-1000-0)

ACCESSORIES	
ENCHARGE-10KIT-NA	One set of Encharge base unit installation hardware

OUTPUT (AC)	
Rated (continuous) output power	@ 240 VAC 3.84 kVA
Peak output power	5.7 kVA (10 seconds)
Nominal voltage range	240 / 211 - 264 VAC
Nominal frequency range	60 / 57 - 61 Hz
Rated output current	16 A
Peak output current	24 A (10 seconds)
Power factor (adjustable)	0.85 leading - 0.85 lagging
Maximum units per 20 A branch circuit	2 with Encharge 10 units
Interconnection	Single phase
Overvoltage class AC port	Class II
Operating efficiency	89%

BATTERY	
Total capacity	10.5 kWh
Usable capacity	10.08 kWh
Energy efficiency	yes
Nominal voltage	211 V
Maximum DC voltage	211 V
Protection rating (IP rating)	IP67 (Outdoor rated)
Ingress protection, pollution degree	PD3
Operating temperature range (ambient)	-20° to 55° C (-4° to 131° F)
Altitude	Tested to 2000 m (6,561 ft)

MECHANICAL DATA	
Dimensions (WxHxD)	1130 mm x 968 mm x 278 mm (44.5 in x 38.1 in x 10.9 in)
Weight	74.8 kg (165 lbs)
Enclosure	Outdoor, NEMA type 3R
Cooling	Natural convection - No fans
Connectors	Pre-wired (AC and DC)
Mounting	Wall mount

FEATURES AND COMPLIANCE	
Compatibility	Compatible with grid tied PV systems. Compatible with Enphase IQ Series Microinverters, Enphase Engage™ and Enphase IQ Battery for backup operation
Communication	Wi-Fi and Ethernet
Services	Backup, self-consumption, TOU, Demand Charge, REC® integrity
Monitoring	Enlighten Manager and Mobile monitoring options. Also compatible with Enphase Installer Platform
Compliance	UL 9540, UL 9540A, UL 1998, UL 1741, NEMA Type 3R, ACI 16A, CAN/CSA-C22.2 No. 107.1-16, IEEE 1547 Cell Module: UL 1973, UN 38.3 Inverters: UL 62109-1, UL 1741SA, CAN/CSA-C22.2 No. 107.1-16, IEEE 1547

LIMITED WARRANTY	
Limited Warranty*	10 k cal warranty, up to 15 years or 10,000 cycles

To learn more about Enphase offerings, visit enphase.com

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

Solar for Innovators

DN4™ 120

Solar for Innovators

Designed & Engineered in Silicon Valley

360W | 355W | 350W

DN4™ 120

Electrical Specifications

Mechanical Properties

Temperature Coefficients

I-V Curve

Test Operating Conditions

Packaging Configuration

Certifications

Linear Performance Warranty

30 Year Warranty

3X IEC Standards

RETC Top Performer

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US / IQ7-60-B-US	IQ7PLUS-72-2-US / IQ7PLUS-72-B-US
Commonly used module pairings[1]	235 W - 350 W +	295 W - 440 W +
Module compatibility	60-cell PV modules only	60-cell and 72-cell PV modules
Maximum input DC voltage	48 V	79 V
Peak power tracking voltage	27 V - 37 V	27 V - 60 V
Operating range	16 V - 48 V	16 V - 60 V
Min/Max start voltage	22 V / 48 V	22 V / 60 V
Max input DC current[2]	10 A	12 A
Max 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 grid voltage (L-L) range[3]	240 V 211-264 V	208 V 183-229 V
Maximum continuous output current	1.0 A (240 V) 0.96 A (211-264 V)	1.21 A (208 V) 1.16 A (183-229 V)
Nominal frequency	60 Hz	60 Hz
Extended frequency range	50-68 Hz	50-68 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) 11 (208 VAC)	13 (240 VAC) 11 (208 VAC)
Total harmonic distortion	<5%	<5%
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		
Peak efficiency	97.6 % 97.4 %	97.6 % 97.3 %
CEC weighted efficiency	97.0 %	97.0 %

MECHANICAL DATA	
Ambient temperature range	-40°C to +65°C
Relative humidity range	4% to 100% (condensing)
Connector type (IQ7-60-2-US & IQ7PLUS-72-2-US)	MC4 or Amphenol H4 UTX with additional Q-DCC-5 adapter
Connector type (IQ7-60-B-US & IQ7PLUS-72-B-US)	Enphase Q-DCC-2 adapter (2.5 mm²)
Dimensions (HxWxD)	212 mm x 175 mm x 30.2 mm (without bracket) 212 mm x 175 mm x 37.5 mm (with bracket)
Weight	1.08 kg (2.38 lb)
Cooling	Natural convection - No fans
Enclosure environmental rating	Outdoor - NEMA type 6
Features	Class II double-insulated, corrosion resistant polymeric enclosure

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 C22.1-2018 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according to manufacturer's instructions.

1. No enforced DC/AC ratio. 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

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.

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Southern Oak
INSURANCE COMPANY
Our Family Protecting Yours®

P.O. Box 45-9020, Sunrise, FL 33345-9020
POLICY NUMBER: SOIH5604860-01-0000

Important Phone Numbers:
Your Agent: (877) 677-4063
Customer Service: (877)-900-3971
Claims Reporting: (877)-900-2280

PRE-ISSUANCE
HOMEOWNERS HO-3 POLICY DECLARATIONS
PREMIER PROTECTION

THIS IS A TEMPORARY INSURANCE CONTRACT SUBJECT TO THE CONDITIONS SHOWN IN THE NOTICES SECTION OF THIS FORM.

Policy Effective Date: 04/30/2021 12:01 AM
Policy Expiration Date: 04/30/2022 12:01 AM

Insured Name and Mailing Address:
DANIEL COLEMAN
5120 NW 25TH LOOP
OCALA, FL 34482

YOUR SOUTHERN OAK AGENT IS:
PHILIP VISALI
WE INSURE INC
PO BOX 23865
JACKSONVILLE, FL 32241-3865
(877) 677-4063

Insured location covered by this policy:
5120 NW 25TH LOOP
OCALA, FL 34482
County: MARION

TOTAL ESTIMATED ANNUAL POLICY PREMIUM **$1,116.00**

The Hurricane portion of the Premium is: $430.00
The Non-Hurricane portion of the Premium is: $686.00

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

SECTION I - PROPERTY COVERAGES	LIMIT	PREMIUM
Coverage - A - (Dwelling-Replacement Cost Loss Settlement)	$218,000	**$719**
Coverage - B - (Other Structures)	$4,360	Included
Coverage - C - (Personal Property)	$109,000	Included
Coverage - D - (Loss Of Use)	$21,800	Included

SECTION I - DEDUCTIBLES In case of a loss, we only cover that part of the loss over the deductible stated or as otherwise indicated in your policy.

All Other Perils Deductible - $1,000

Windstorm or Hail (Other than Hurricane) Deductible - $4,360 (2% of Coverage A)

Hurricane Deductible - $4,360 (2% of Coverage A)

SECTION II - LIABILITY COVERAGES		
Coverage - E - (Personal Liability)	$100,000	Included
Coverage - F - (Medical Payments)	$1,000	Included

POLICY FEES	**$27.00**
Managing General Agency Fee	$25.00

Print Date: 04/02/2021

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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 10 day of October, 2021, by and between Daniel Coleman, (hereinafter called "**Customer**"), located at 5120 NW 25th Loop 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: 5120 NW 25th Loop Ocala FL 34482.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):
   a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
   b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
   c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
   d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
   e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

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8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

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17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

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23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

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26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

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29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

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32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: Bill Kauffman

Title: ACM / CFO

Date: 01 / 31 / 2022

Customer:

By: Daniel Coleman
(Print Name)

Dan Cole
(Signature)

Date: 10/26/2021

City of Ocala Electric Utility Account Number:

23574-23525

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
Assistant City Attorney

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 06 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 Daniel Coleman, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

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)

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility
By: Bill Kauffman
Title: ACM / CFO
Date: 01 / 31 / 2022

Florida Municipal Power Agency
By:
Title: Bus Dev & Sys Ops Director
Date: 01 / 31 / 2022

Customer
By: Daniel Coleman (Print Name)
Date: 10/06/2021
(Signature)

Customer's City of Ocala Electric Utility Account Number: 535776-23525

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

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.

Doc ID: 121b93b3125af5c53e66fc4c31b8a467cc7354d6

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Audit Trail

TITLE	FOR SIGNATURES - Application for Interconnection of.....
FILE NAME	16751.original
DOCUMENT ID	121b93b3125af5c53e66fc4c31b8a467cc7354d6
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 25 / 2022** 11:24:32 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), William Kauffman (wkauffman@ocalafl.org) and Florida Municipal Power Agency (chris.gowder@fmpa.com) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 12:46:26 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 12:46:33 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:15:42 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:16:00 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104

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TITLE	FOR SIGNATURES - Application for Interconnection of.....
FILE NAME	16751.original
DOCUMENT ID	121b93b3125af5c53e66fc4c31b8a467cc7354d6
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

VIEWED	**01 / 31 / 2022** 13:35:40 UTC-5	Viewed by Florida Municipal Power Agency (chris.gowder@fmpa.com) IP: 38.77.131.2
SIGNED	**01 / 31 / 2022** 13:36:04 UTC-5	Signed by Florida Municipal Power Agency (chris.gowder@fmpa.com) IP: 38.77.131.2
COMPLETED	**01 / 31 / 2022** 13:36:04 UTC-5	The document has been completed.

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#220032

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: Jonathan Rivera

Mailing Address: 5145 NE 16th St

City: Ocala State: FL Zip Code: 34470

Phone Number: 787-994-3080 Alternate Phone Number: _____

Email Address: joadiel44@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 502879-215950

2. RGS Facility Information

Facility Location: 5145 NE 16 ST. OCALA, FL 34470

Ocala Electric Utility Customer Account Number: 502878-215950

RGS Manufacturer: HANWHA QCELL

Manufacturer's Address: SONNENALLE 17/21, 06766 BITTERFELD-WOLFEN, Germany

Reference or Model Number: HANWHA QCELL Q PEAK DUO BLK-G6+

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: 5.220 ("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: January 2022

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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: Jonathan Rivera Date: 11/17/2021
(Print Name)

Jonathan Rivera
(Signature)

SCOPE OF WORK:
TO INSTALL A ROOF MOUNTED SOLAR PHOTOVOLTAIC SYSTEM AT THE OWNER RESIDENCE LOCATED AT 5145 NE 16TH ST, OCALA FL 34470.
THE POWER GENERATED BY THE PV SYSTEM WILL BE INTERCONNECTED WITH THE UTILITY GRID THROUGH THE EXISTING ELECTRICAL SERVICE EQUIPMENT.
THE PV SYSTEM DOES NOT INCLUDE STORAGE BATTERIES

EQUIPMENT SUMMARY
18 HANWHA Q.PEAK DUO BLK G6+ (350W) MODULES
18 ENPHASE IQ7 PLUS-72-2-US (240V) MICROINVERTERS

GENERAL NOTES:

- THESE CONSTRUCTION DOCUMENTS HAVE BEEN BASED ON FIELD INSPECTIONS AND OTHER INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS IN CONSTRUCTION DETAILS
- ARCHITECT HAS NOT BEEN RETAINED TO SUPERVISE ANY CONSTRUCTION OR INSTALLATION OF ANY EQUIPMENT AT SITE
- CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, EQUIPMENT, TOOLS, OBTAINS ALL PERMITS, LICENSES AND PAY ALL REQUIRED FEES AND COMPLETE INSTALLATION
- CONTRACTOR HAS THE FULL RESPONSIBILITY TO CHECK AND VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK. ANY WORK STARTED BEFORE CONSULTATION AND ACCEPTANCE BY THE ENGINEER SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBJECT TO CORRECTION BY THEM WITHOUT ADDITIONAL COMPENSATION
- DAMAGE CAUSED TO THE EXISTING STRUCTURE, PIPES, DUCTS, WINDOWS, WALL, FLOORS, ETC. SHALL BE REPAIRED TO THE ORIGINAL CONDITION OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE PROPER INSTALLATION AND COMPLETION OF THE WORK WITH APPROVED MATERIALS
- NO CHANGES ARE TO BE MADE WITHOUT THE CONSULTATION AND APPROVAL OF THE ARCHITECT
- CONTRACTOR SHALL OBTAIN BUILDING PERMIT. NO WORK TO START UNLESS BUILDING PERMIT IS PROPERLY DISPLAYED
- ALL WORKMANSHIP AND MATERIALS SHALL BE OF FIRST QUALITY AND IN COMPLIANCE WITH THE REQUIREMENTS OF THE FL BUILDING CODE, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ALL PERTINENT AGENCIES
- IT IS ESSENTIAL THAT ALL WORK PROCEED WITH THE MAXIMUM COOPERATION OF ALL PARTIES AND WITH MINIMUM INTERFERENCE TO THE OCCUPANTS WITHIN THE BUILDING
- THE OWNER'S DIRECTIONS IN THIS REGARD SHALL BE FULLY COMPLIED WITH
- ALL EXPOSED PLUMBING, HVAC, ELECTRICAL DUCTWORK, PIPING AND CONDUITS ARE TO BE PAINTED BY GENERAL CONTRACTOR
- THE CONTRACTOR SHALL PERFORM THE WORK IN STRICT CONFORMANCE WITH THE LOCAL LAWS, REGULATIONS AND THE NATIONAL ELECTRIC CODE
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS, APPROVALS, AFFIDAVITS, CERTIFICATIONS, ETC. AND PAY ALL FEES AS REQUIRED BY THE LOCAL AUTHORITIES
- CONTRACTORS SHALL OBTAIN FIRE CERTIF. UPON COMPLETION OF WORK

ELECTRICAL NOTES

- THE EQUIPMENT AND ALL ASSOCIATED WIRING AND INTERCONNECTION SHALL BE INSTALLED ONLY BY QUALIFIED PEOPLE. A QUALIFIED PERSON IS ONE WHO HAS SKILLS AND KNOWLEDGE RELATED TO THE CONSTRUCTION AND OPERATION OF THE ELECTRICAL EQUIPMENT AND INSTALLATIONS AND HAS RECIEVED SAFETY TRAINING TO RECOGNIZE AND AVOID THE HAZARDS INVOLVED (NEC 690.4(E) AND 705.6)
- LOCAL UTILITY PROVIDER SHALL BE NOTIFIED PRIOR TO USE AND ACTIVATION OF ANY SOLAR PHOTOVOLTAIC INSTALLATIONS
- CONNECTION, UTILITY NEEDS TO BE NOTIFIED WELL IN ADVANCE TO COORDINATE BUILDING ELECTRICAL SHUT OFF
- NEW CONDUIT ROUTING SHOWN IS ESSENTIALLY SCHEMATIC. SUBCONTRACTOR SHALL LAY OUT RUNS TO SUIT FIELD CONDITIONS AND THE COORDINATION REQUIREMENTS OF OTHER TRADES
- ARRAY WIRING SHOULD NOT BE READILY ACCESSIBLE EXCEPT TO QUALIFIED PERSONNEL
- ALL EXTERIOR CONDUIT, FITTINGS, AND BOXES SHALL BE WATERTIGHT AND APPROVED FOR USE IN WET LOCATIONS (NEC 314.15A)
- WIRING METHODS FOR PV SYSTEM CONDUCTORS ARENT PERMITTED WITHIN 10 IN. OF THE ROOF DECKING OR SHEATHING EXCEPT WHERE LOCATED DIRECTLY BELOW THE ROOF SURFACE THAT'S COVERED BY PV MODULES AND ASSOCIATED EQUIPMENT WIRING
- BACK-FED BREAKER MUST BE AT THE OPPOSITE END OF BUS BAR FROM THE MAIN BREAKER OR MAIN LUG SUPPLYING CURRENT FROM THE UTILITIES
- ALL CONDUCTORS AND WIRE TIES EXPOSED TO SUNLIGHT ARE LISTED AS UV RESISTANT
- CONTRACTOR SHALL FOLLOW ALL ELECTRICAL EQUIPMENT LABELING REQUIREMENTS IN NEC 690 AND IFC 2019
- PV SOURCE, OUTPUT AND INVERTER CIRCUITS SHALL BE IDENTIFIED AT ALL POINTS OF TERMINATION, CONNECTION AND SPLICES. THE MEANS OF ID CAN BE SEPARATE COLOR CODING, MARKING TAPE, TAGGING ETC. (NEC 690.4)
- MEASURE THE LINE-TO-LINE AND LINE-TO-NEUTRAL VOLTAGE OF ALL SERVICE ENTRANCE CONDUCTORS PRIOR TO INSTALLING ANY SOLAR EQUIPMENT. THE VOLTAGES FOR THE 240VAC RATED

GOVERNING CODES

2015 NFPA 1 (FIRE CODE)
2017 NATIONAL ELECTRICAL CODE (NFPA 70)
2020 FLORIDA BUILDING CODE (7TH EDITION)

WIRING AND CONDUIT NOTES:

- ALL CONDUIT SIZES AND TYPES SHALL BE LISTED FOR ITS PURPOSE AND APPROVED FOR THE SITE APPLICATIONS
- ALL PV CABLES AND HOMERUN WIRES BE #10AWG "USE-2" PV WIRE OR PROPRIETARY SOLAR CABLING SPECIFIED BY MFR OR EQUIVALENT ROUTED TO SOURCE CIRCUIT COMBINER BOXES AS REQUIRED
- ALL CONDUCTORS AND OCPD SIZES AND TYPES SPECIFIED ACCORDING TO INEC 690.8 (A)(1) & (B)(1)] INEC 240] INEC 690.7] FOR MULTIPLE CONDUCTORS
- ALL PV DC CONDUCTORS IN CONDUIT EXPOSED TO SUNLIGHT SHALL BE DERATED ACCORDING TO INEC TABLE 310.15 (B)(2)(C)] BLACK ONLY**
- EXPOSED ROOF PV DC CONDUCTORS SHALL BE USE-2 90°C RATED WET AND UV RESISTANT, AND UL LISTED RATED FOR 600V. UV RATED SPIRAL WRAP SHALL BE USED TO PROTECT WIRE FROM SHARP EDGES
- PHASE AND NEUTRAL CONDUCTORS SHALL BE DUAL RATED THHN/THWN-2 INSULATED, 90°C RATED, WET AND UV RESISTANT, RATED FOR 600V PER NEC 2008 OR 1000V PER NEC 2011
- 4-WIRE DELTA CONNECTED SYSTEMS HAVE THE PHASE WITH THE HIGHER VOLTAGE TO GROUND MARKED ORANGE OR IDENTIFIED BY OTHER EFFECTIVE MEANS
- ALL SOURCE CIRCUITS SHALL HAVE INDIVIDUAL SOURCE CIRCUIT PROTECTION
- VOLTAGE DROP LIMITED TO 2%
- NEGATIVE GROUNDED SYSTEMS DC CONDUCTORS SHALL BE COLOR CODED AS FOLLOWS: DC POSITIVE - RED (OR MARKED RED); DC NEGATIVE - GREY (OR MARKED GREY).
- POSITIVE GROUNDED SYSTEMS DC CONDUCTORS COLOR CODED DC POSITIVE - GREY (OR MARKED GREY); DC NEGATIVE - BLACK (OR MARKED BLACK)
- AC CONDUCTORS >4AWG COLOR CODED OR MARKED PHASE A OR L1: BLACK, PHASE B OR L2: RED, PHASE C OR L3: BLUE, NEUTRAL: WHITE/GRAY

SYSTEM RATING

6.30 KWDC
5.31 KWAC

SHEET INDEX

PV-0	COVER PAGE
PV-1	SITE PLAN
PV-3	ROOF PLAN & MODULES
PV-3A	STRING LAYOUT & BOM
PV-3B	ATTACHMENT DETAIL
PV-4	ELECTRICAL LINE DIAGRAM & CALCS
PV-4A	SPECIFICATIONS & CALCULATION
PV-5	SIGNAGE
PV-6	EQUIPMENT SPECIFICATIONS

1 HOUSE PHOTO
PV-0 SCALE: NTS

1 VICINITY MAP
PV-0 SCALE: NTS

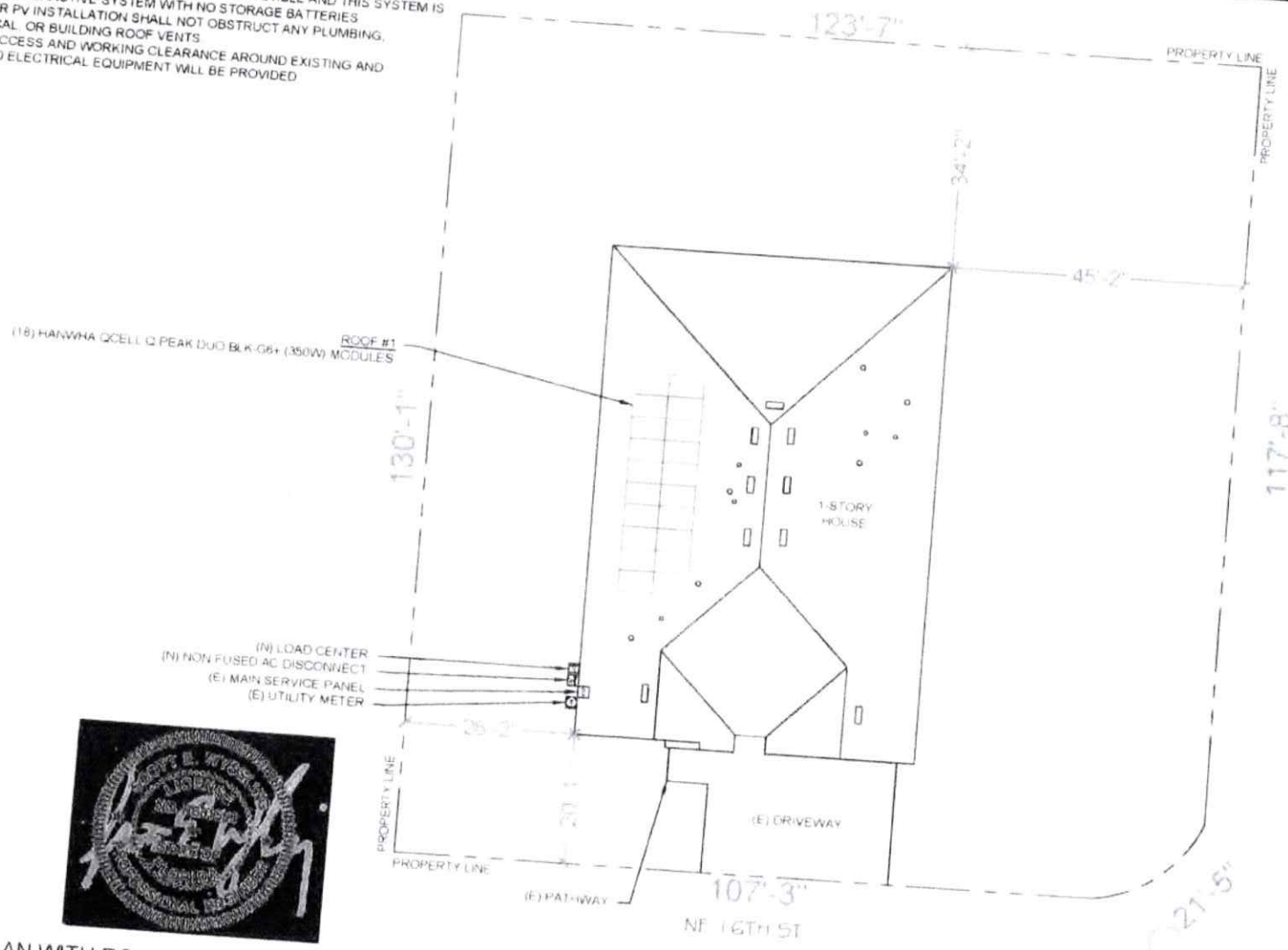
JONATHAN RIVERA
RESIDENCE
5145 NE 16TH ST
OCALA, FL 34470
PH # (787)994-3080
Email: joadiel44@gmail.com

SHEET NAME	COVER PAGE
SHEET SIZE	ANSI B 11" X 17"
SHEET NUMBER	PV-0

REVISIONS: NO. | DESCRIPTION | DATE
DATE: 09/28/2021
PROJECT NAME & ADDRESS
SIGNATURE with Seal

SITE NOTES

- A LADDER SHALL BE IN PLACE FOR INSPECTION IN COMPLIANCE WITH OSHA REGULATIONS
- THE PV MODULES ARE CONSIDERED NON-COMBUSTIBLE AND THIS SYSTEM IS AN UTILITY INTERACTIVE SYSTEM WITH NO STORAGE BATTERIES
- THE SOLAR PV INSTALLATION SHALL NOT OBSTRUCT ANY PLUMBING, MECHANICAL, OR BUILDING ROOF VENTS
- PROPER ACCESS AND WORKING CLEARANCE AROUND EXISTING AND PROPOSED ELECTRICAL EQUIPMENT WILL BE PROVIDED



PLOT PLAN WITH ROOF PLAN

SCALE: 1/16" = 1'-0"

REVISIONS

DESCRIPTION	DATE	REV

Signature with Seal

DATE: 08/09/2021

PROJECT NAME & ADDRESS

JONATHAN RIVERA
RESIDENCE
5145 NE 16TH ST
OCALA, FL 34470
PH # (787)994-3080
Email joadiel44@gmail.com

SHEET NAME: SITE PLAN

SHEET SIZE: ANSI B 11" X 17"

SHEET NUMBER: PV-1

ID	TYPICAL	INITIAL CONDUCTOR LOCATION	FINAL CONDUCTOR LOCATION	CONDUCTOR			CONDUIT	# OF PARALLEL CIRCUITS	CURRENT CARRYING CONDUCTORS IN CONDUIT	CONDUIT FILL PERCENT	OCPD	EGC		TEMP. CORR. FACTOR		CONDUIT FILL FACTOR	CONT. CURRENT	MAX. CURRENT	BASE AMP.	DERATED AMP.	TERM. TEMP. RATING	LENGTH	VOLTAGE DROP
1	2	ARRAY	JUNCTION BOX	12 AWG	Q CABLE			1	2	N/A	N/A	6 AWG	BARE COPPER	0.71	(58°C)	N/A	10.9A	13.6A	N/A	N/A	90°C	36FT	0.38%
2	1	JUNCTION BOX	IQ COMBINER BOX	10 AWG	THWN-2	COPPER	MIN 0.75" Dia EMT	2	4	19.09%	20A	10 AWG	THWN-2 COPPER	0.96	(34°C)	0.8	10.9A	13.6A	40A	30.7A	90°C	41FT	0.48%
3	1	IQ COMBINER BOX	AC DISCONNECT	10 AWG	THWN-2	COPPER	MIN 0.75" Dia EMT	1	3	15.27%	N/A	10 AWG	THWN-2 COPPER	0.96	(34°C)	1	21.8A	27.2A	40A	38.4A	90°C	5FT	0.12%
4	1	AC DISCONNECT	MSP	10 AWG	THWN-2	COPPER	MIN 0.75" Dia EMT	1	3	15.27%	30A	10 AWG	THWN-2 COPPER	0.96	(34°C)	1	21.8A	27.2A	40A	38.4A	90°C	5FT	0.12%

BRANCH 1
09- HANWHA QCELL Q PEAK DUO BLK-G6+ (350W) MODULES

BRANCH 2
09- HANWHA QCELL Q PEAK DUO BLK-G6+ (350W) MODULES

(18) ENPHASE IQ7 PLUS-72-2-US (240V) MICROINVERTERS

Q CABLE

JUNCTION BOX
600 V, NEMA 3R
UL LISTED

(N) ENPHASE IQ
COMBINER 3
(X-IQ-AM1-240-3)

ENVOY
10A/2P

20A/2P

20A/2P

AC DISCONNECT
240V, 30A NON-FUSED
NEMA 3R, UL LISTED

30A/2P

TO UTILITY GRID

BI-DIRECTIONAL UTILITY
METER# 30 224 790
1 PH, 3 W, 120V/240V

(E) MAIN BREAKER TO
HOUSE 200A/2P, 240 V

(E) MAIN SERVICE
PANEL 200A RATED
1 PH, 3 W, 240V

EXISTING GROUND
ELECTRODE CONDUCTOR

1 2 3 4

1 | ELECTRICAL LINE DIAGRAM
PV 4 | SCALE: NTS

INTERCONNECTION
120% RULE - NEC 705.12(B)(2)(3)(b)

UTILITY FEED + SOLAR BACKFEED
200A + 30A = 230A

BUSS RATING x 120%
200A x 120% = 240A

SERVICE INFO.

UTILITY PROVIDER	CITY OF OCALA
MAIN SERVICE PANEL MNFT	SQUARE D
MAIN SERVICE VOLTAGE	240V
MAIN BREAKER RATING	200A
MAIN SERVICE PANEL	200A
MAIN SERVICE LOCATION	WEST
SERVICE FEED SOURCE	UNDERGROUND

REVISIONS
DESCRIPTION | DATE

Signature with Seal

DATE: 08/29/2021

PROJECT NAME & ADDRESS

JONATHAN RIVERA
RESIDENCE
5145 NE 16TH ST
OCALA, FL 34470
PH # (787)994-3080
Email joadiel44@gmail.com

SHEET NAME
ELECTRICAL LINE & CALCS

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PV-4

REVISIONS		
DESCRIPTION	DATE	REV

Signature with Seal

DATE 09/29/2021

PROJECT NAME & ADDRESS

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5145 NE 16TH ST
OCALA, FL 34470
PH # (787)994-3080
Email joadiel44@gmail.com

SHEET NAME
EQUIPMENT SPECIFICATION

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PV-6

Southern Oak
INSURANCE COMPANY
Our Family Protecting Yours®

P.O. Box 45-9029, Sunrise, FL 33345-9029
POLICY NUMBER: 90SH4083945-02-0000

Important Phone Numbers:
Your Agent: (904) 260-6811
Customer Service: (877)-909-3071
Claims Reporting: (877)-900-2280

HOMEOWNERS HO-3 POLICY DECLARATIONS
PREMIER PROTECTION

Renewal
Policy Effective Date: 09/21/2021 12:01 AM
Policy Expiration Date: 09/21/2022 12:01 AM

Insured Name and Mailing Address:

JOYLIN VAZQUEZ SONILLA AND JONATHAN
RIVERA OZORES
5145 NE 16TH ST
OCALA, FL 34470

YOUR SOUTHERN OAK AGENT IS:
JASON WELLS
BRIGHTWAY INSURANCE - WELLS AGENCY, LLC
PO BOX 5700
JACKSONVILLE, FL 32247
(904) 260-6811

Insured location covered by this policy:

5145 NE 16TH ST
OCALA, FL 34470
County: MARION

TOTAL ANNUAL POLICY PREMIUM	**$531.00**
The Hurricane portion of the Premium is: $147.00	
The Non-Hurricane portion of the Premium is: $384.00	

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

SECTION I - PROPERTY COVERAGES	LIMIT	PREMIUM
Coverage - A - (Dwelling)	$254,000	$330
Coverage - B - (Other Structures)	$14,700	Included
Coverage - C - (Personal Property)	$205,600	Included
Coverage - D - (Loss Of Use)	$29,400	Included

SECTION I - DEDUCTIBLES In case of a loss, we only cover that part of the loss over the deductible stated or as otherwise indicated in your policy.

All Other Perils Deductible - $1,000

Windstorm or Hail (Other than Hurricane) Deductible - $1,000

Hurricane Deductible - $1,000

SECTION II - LIABILITY COVERAGES		
Coverage - E - (Personal Liability)	$300,000	$15
Coverage - F - (Medical Payments)	$5,000	$10

POLICY FEES	$27.00
Managing General Agency Fee	$25.00
Emergency Management Preparedness and Assistance Trust Fund Fee	$2.00

Print Date 08/03/2021

SOI DEC 001 03 21
Rev: 02, End: 0000

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 11 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 Jonathan Rivera, 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: Bill Kauffman
Title: ACM / CFO
Date: 01 / 31 / 2022

Florida Municipal Power Agency
By: _____
Title: Bus Dev & Sys Ops Director
Date: 01 / 31 / 2022

Customer
By: Jonathan Rivera Date: 11/17/2021
(Print Name)
Jonathan Rivera
(Signature)
Customer's City of Ocala Electric Utility Account Number: 502878-215950

Approved as to form and legality:

Robert W. Batsel, Jr.
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 11 day of November, 20 21, by and between Jonathan Rivera, (hereinafter called "**Customer**"), located at 5145 NE 16th 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: 5145 NE 16th St, 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: Bill Kauffman

Title: ACM / CFO

Date: 01 / 31 / 2022

Customer:

By: Jonathan Rivera
(Print Name)

Jonathan Rivera
(Signature)

Date: 11/17/2021

City of Ocala Electric Utility Account Number:

502878-215950

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
Assistant City Attorney

TITLE	FOR SIGNATURES - Application for Interconnection of.....
FILE NAME	16836.original
DOCUMENT ID	81c5260e4c84a1fdd6131419870271a43a21fb03
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 25 / 2022** 10:02:22 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), William Kauffman (wkauffman@ocalafl.org) and Florida Municipal Power Agency (chris.gowder@fmpa.com) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 12:46:38 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 12:46:46 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:14:19 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:14:46 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104

TITLE	FOR SIGNATURES - Application for Interconnection of.....
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STATUS	Signed

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SIGNED	**01 / 31 / 2022** 13:35:07 UTC-5	Signed by Florida Municipal Power Agency (chris.gowder@fmpa.com) IP: 38.77.131.2
COMPLETED	**01 / 31 / 2022** 13:35:07 UTC-5	The document has been completed.

211109

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: Sean C Johnson

Mailing Address: 8010 Southwest 16th Avenue

City: Ocala State: FL Zip Code: 34476

Phone Number: _____ Alternate Phone Number: _____

Email Address: seanj0505@yahoo.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 544790-118306

2. RGS Facility Information

Facility Location: 8010 SW 16th Ave, Ocala, FL 34476, US

Ocala Electric Utility Customer Account Number: 544790-118306

RGS Manufacturer: SolarCity Certified Delta

Manufacturer's Address: _____

_____

Reference or Model Number: SR60T1 M8-TL-US [240V]

Serial Number: SR60T1

(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: 11.8286 kW("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: 2/27/21

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: Sean Johnson Date: 1/28/21
(Print Name)

(Signature)

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 27th day of January, 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 Sean C 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: Bill Kauffman
Title: ACM / CFO
Date: 01 / 31 / 2022

Florida Municipal Power Agency
By: [signature]
Title: Bus Dev & Sys Ops Director
Date: 01 / 31 / 2022

Customer
By: Sean C Johnson (Print Name)
[signature] (Signature)
Date: 1/28/21

Customer's City of Ocala Electric Utility Account Number: 544790-118306

Approved as to form and legality:

Robert W. Batsel, Jr.
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 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 27th day of January, 20 21, by and between Sean C Johnson, (hereinafter called "**Customer**"), located at 8010 Southwest 16th Avenue in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 8010 SW 16th Ave, Ocala, FL 34476, US.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and

Whereas, OEU operates an electric system serving parts of the City of Ocala and Marion County; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU's electrical supply grid at the location indentified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which OEU has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate OEU's electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

(Continued on Sheet No. 22.1)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and OEU.

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 100 kilowatts (100 kW) limit.

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall be required to pay a non-refundable application fee of $375 for the review and processing of the application.

6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):
   a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
   b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
   c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.

(Continued on Sheet No. 22.2)

d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising OEU of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 22.3)

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU's systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's electric system such that back feed from the customer-owned renewable generation system to OEU's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 22.4)

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars ($1,000,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and also measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OUS inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

(Continued on Sheet No. 22.5)

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical effects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.

(Continued on Sheet No. 22.6)

b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a

(Continued on Sheet No. 22.7)

specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on OEU's electric system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 22.8)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

OUS:

By: Bill Kauffman

Title: ACM / CFO

Date: 01 / 31 / 2022

Customer:

By: Sean Johnson
(Print Name)

(Signature)

Date: 5/28/21

City of Ocala Electric Utility Account Number:
544790-118306

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
Assistant City Attorney

American Strategic Insurance Corp
1 ASI Way
St. Petersburg, FL 33702
Phone: (727) 374-2502

PROGRESSIVE UMBRELLA

Personal Umbrella Declarations Page

Agent:
The Villages Insurance
1031 Lake Sumter Landing
The Villages, FL 32162

Agent Code: 414609
For Policy Service, Call: (352)751-6622

Total Policy Premium:	**$295**
Policy Number:	**FLU131154**
Plan Type:	UMB

Policy Period: From: 08/21/2021 To: 08/21/2022
(At 12:01 AM Standard Time at the residence premises)

Effective Date of This Transaction: 08/21/2021
Transaction Type: New Business

Named Insured:
SEAN JOHNSON
8010 SW 16TH AVE
OCALA, FL 34476

Premises Location(s):
8010 SW 16TH AVE , OCALA, FL 34476-6758

Coverage Limit: **$ 1,000,000**

Coverages	Limit	Premium
Liability Base Premium	$ 1,000,000	$200.00
Uninsured/Underinsured Motorist Coverage	$ 0	$0.00

Surcharges & Discounts	Premium
Total # of Autos	$0.00
Residential Properties (1-2 Family)	$0.00
Residential Properties (3-4 Family)	$0.00
Desired Coverage Limit	$0.00
Adults Aged 22 to 79	$0.00
Under 22 with Clean Driving Record	$0.00
Under 22 without Clean Driving Records	$0.00
Licensed < 1 yr	$0.00
Moving Violations	$0.00
At Fault Accidents	$0.00
Increased Underlying Property Liability	$0.00
Territory Factor	$70.00
Territory Factor (UIM)	$0.00
Swimming Pool/Spas	$0.00
Autos/Motorcycles	$0.00
Adults Aged 80 and Older	$0.00
Minimum Limit Premium Adjustment	$0.00
Managing General Agent Fee	$25.00
TOTAL POLICY PREMIUM:	**$295.00**

All Insureds:
Sean Johnson
Jennifer Chancey

Policy Forms:

Amendment of Policy Provisions - Florida	ASI PUP FL SP 10 20
Auto Liability Following Form - Florida	ASI PUP FL ALF 10 20
Public Or Livery Conveyance Exclusion - Florida	ASI PUP FL PCE 10 20
Personal Umbrella Liability Policy	DL 98 01 06 98

Additional Interest:
Hamilton Loans INC, ISAOA/ATIMA
PO Box 961292
Fort Worth, TX 76161
Interest: Other

Countersigned by Authorized Representative St. Petersburg, FL Date: 08/20/2021

Required Retained Limits

All Automobiles, Motorcycles, Motorhomes, Mopeds, and All Road Licensed Vehicles:

Required Retained Limits *(Does not apply for Premises Only Liability policies)*

$250,000 / $500,000 / $100,000 or $300,000 CSL for policies with any drivers age 22-79

$500,000 / $500,000 / $500,000 or $500,000 CSL for policies with any drivers 21 and younger or 80 and older *

All Automobiles and Motorhomes Requesting UM Coverage:

Required Retained Limits

UM: $250,000 / $500,000 / $100,000 or $300,000 CSL for policies with any drivers age 22-79

UM: $500,000 / $500,000 / $500,000 or $500,000 CSL for policies with any drivers 21 and younger or 80 and older

Comprehensive Personal Liability, Homeowners, or Farm Comprehensive Personal Liability:

Required Retained Limits

$300,000

Residential Rental Properties Covered Under the Dwelling Fire Policy for 1-4 Family Residences:

Required Retained Limits

$300,000

Personal Injury Coverage Endorsed to the Homeowners Policy (whenever available):

Required Retained Limits *(Does not apply for Premises Only Liability policies)*

$300,000

All Recreational Vehicles Including Golf Carts, Utility Vehicles, Trail Bikes or Other Vehicles Not Required to be Licensed:

Required Retained Limits *(Does not apply for Premises Only Liability policies)*

$250,000 / $500,000 / $100,000 or $300,000 CSL

Watercraft:

Required Retained Limits *(Does not apply for Premises Only Liability policies)*

$250,000 / $500,000 / $100,000 or $300,000 CSL

* Required Retained Limits are reduced to $250,000/$500,000/$100,000 or $300,000 CSL when the Underlying Automobile Surcharge is applied.

Detailed Schedule

Automobiles

Make	Model
Tesla	N/A
Acura	N/A

Motorcycles and Mopeds

Make	Model
N/A	N/A

Watercraft

Make	Model	Length (ft)	MPH
N/A	N/A	N/A	N/A

Golf Carts, Utility Vehicles or Recreational Vehicles

Make	Model
N/A	N/A

Motorhomes

Make	Model
N/A	N/A

Policyholder: SEAN JOHNSON **Policy ID:** FLU131154

Important Message(s):

1. **Failure to maintain the Required Retained Limits may prevent this policy from providing coverage. The Required Retained Limits shall apply regardless of any applicable sublimit or reduced limits for specified occurrences.**
2. You must notify us of any change in your retained limits or coverage.
3. Your underlying insurance carrier must have an AM Best rating of B+ or better or a Demotech rating of A or better.

Notes:
Hamilton Home Loans is mortgagee on home

ABBREVIATIONS

A AMPERE AC ALTERNATING CURRENT BLDG BUILDING CONC CONCRETE DC DIRECT CURRENT EGC EQUIPMENT GROUNDING CONDUCTOR (E) EXISTING EMT ELECTRICAL METALLIC TUBING FSB FIRE SET-BACK GALV GALVANIZED GEC GROUNDING ELECTRODE CONDUCTOR GND GROUND HDG HOT DIPPED GALVANIZED I CURRENT Imp CURRENT AT MAX POWER Isc SHORT CIRCUIT CURRENT kVA KILOVOLT AMPERE kW KILOWATT LBW LOAD BEARING WALL MIN MINIMUM (N) NEW NEUT NEUTRAL NTS NOT TO SCALE OC ON CENTER PL PROPERTY LINE POI POINT OF INTERCONNECTION PV PHOTOVOLTAIC SCH SCHEDULE S STAINLESS STEEL STC STANDARD TESTING CONDITIONS TYP TYPICAL UPS UNINTERRUPTIBLE POWER SUPPLY V VOLT Vmp VOLTAGE AT MAX POWER Voc VOLTAGE AT OPEN CIRCUIT W WATT 3R NEMA 3R, RAINTIGHT

ELECTRICAL NOTES

1. THIS SYSTEM IS GRID-INTERTIED VIA A UL-LISTED POWER-CONDITIONING INVERTER.
2. THIS SYSTEM HAS NO BATTERIES, NO UPS.
3. A NATIONALLY-RECOGNIZED TESTING LABORATORY SHALL LIST ALL EQUIPMENT IN COMPLIANCE WITH ART. 110.3.
4. WHERE ALL TERMINALS OF THE DISCONNECTING MEANS MAY BE ENERGIZED IN THE OPEN POSITION, A SIGN WILL BE PROVIDED WARNING OF THE HAZARDS PER ART. 690.17.
5. EACH UNGROUNDED CONDUCTOR OF THE MULTIWIRE BRANCH CIRCUIT WILL BE IDENTIFIED BY PHASE AND SYSTEM PER ART. 210.5
6. CIRCUITS OVER 250V TO GROUND SHALL COMPLY WITH ART. 250.97, 250.92(B).
7. DC CONDUCTORS EITHER DO NOT ENTER BUILDING OR ARE RUN IN METALLIC RACEWAYS OR ENCLOSURES TO THE FIRST ACCESSIBLE DC DISCONNECTING MEANS PER ART. 690.31(E).
8. ALL WIRES SHALL BE PROVIDED WITH STRAIN RELIEF AT ALL ENTRY INTO BOXES AS REQUIRED BY UL LISTING.

JURISDICTION NOTES

SOLAR ROOF WILL BE INSTALLED OVER BARE SOLID OR CLOSELY FITTED SHEATHING, AS FOLLOWS:
•DOC PS-1 COMPLIANT / EXTERIOR GRADE PLYWOOD: MINIMUM 15/32"(11.9 MM) THICK OR
•DOC POS-2 OSB
SHEATHING: MINIMUM 7/16" THICK (11.1 MM) OR
•CLOSELY-FITTED SHEATHING BOARDS: MINIMUM OF 3/4"(19.1 MM) THICK

SOLAR ROOF CAN ALSO BE INSTALLED OVER COMPATIBLE EXISTING ROOFS, AS FOLLOWS:
•THREE-TAB COMPOSITION SHINGLE, SINGLE LAYER
•ARCHITECTURAL COMPOSITION SHINGLE, SINGLE LAYER

SOLAR ROOF WILL NOT BE INSTALLED OVER RAISED PRESIDENTIAL-STYLE COMPOSITION SHINGLE, ROOFS WITH MORE THAN ONE LAYER OF COMPOSITION SHINGLE, OR EXISTING NON-COMPOSITION SHINGLE ROOF TYPES LIKE TILED ROOFS.

LICENSE

AHJ: Marion County

UTILITY: City of Ocala (FL)

GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH THE 2020 FLORIDA BUILDING CODE (7TH EDITION), FLORIDA FIRE PREVENTION CODE (7TH EDITION).
2. ALL ELECTRICAL WORK SHALL COMPLY WITH THE 2017 NATIONAL ELECTRIC CODE.

VICINITY MAP

INDEX

Sheet 1 COVER SHEET
Sheet 2 SITE PLAN
Sheet 3 THREE LINE DIAGRAM
Sheet 4 SITE PLAN PLACARD
Cutsheets Attached

REV	BY	DATE	COMMENTS
REV B	LFG	4/10/21	ADJ LAYOUT, RELOC BOS, SWAPPED INVERTERS
REV C	LFG	5/26/21	ADDED FSB
REV D	GGG	7/28/2021	Inverters swapped for Tesla
*	*	*	*
*	*	*	*

CONFIDENTIAL - THE INFORMATION HEREIN CONTAINED SHALL NOT BE USED FOR THE BENEFIT OF ANYONE EXCEPT TESLA INC., NOR SHALL IT BE DISCLOSED IN WHOLE OR IN PART TO OTHERS OUTSIDE THE RECIPIENT'S ORGANIZATION, EXCEPT IN CONNECTION WITH THE SALE AND USE OF THE RESPECTIVE TESLA EQUIPMENT, WITHOUT THE WRITTEN PERMISSION OF TESLA INC

JOB NUMBER: JB-344339 00
MOUNTING SYSTEM: TESLA SOLAR ROOF
MODULES: (238) Tesla # SR60T1
INVERTER: 7.6 kW Tesla Inc 1538000-00-F (240V)

CUSTOMER:
sean johnson
8010 SW 16th Ave
Ocala, FL 34476

3524253737

DESCRIPTION: 13.91586 KW PV ARRAY

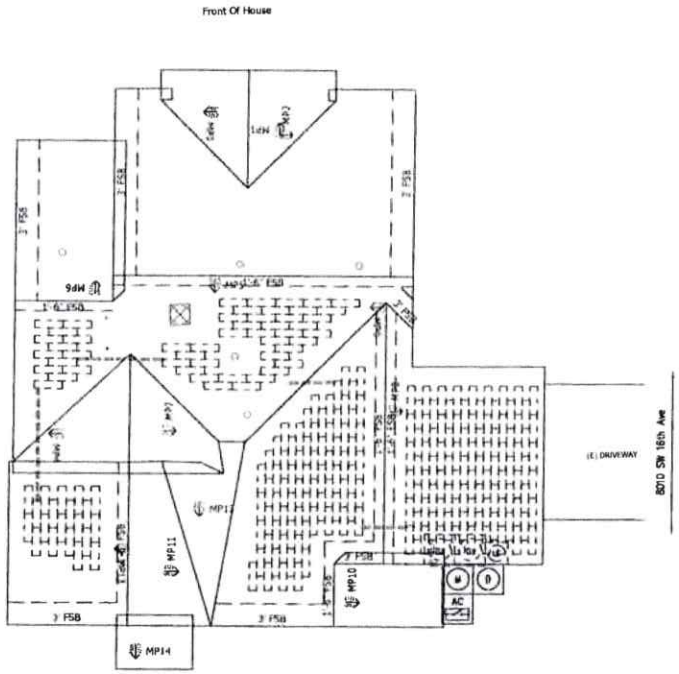
PAGE NAME: COVER SHEET

DESIGN: Santiago Da Silva

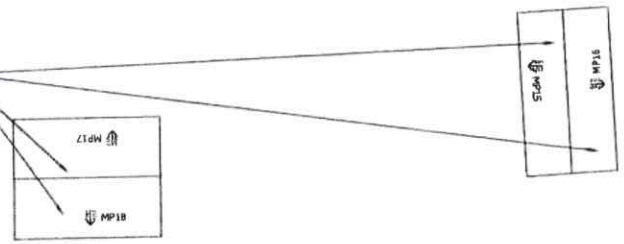
SHEET: 1 REV: d DATE: 7/28/2021

TESLA

INSTALLATION OF SOLAR ROOF™ REQUIRES A FULL TEAR-OFF OF ALL EXISTING LAYERS OF ROOF COVERING MATERIALS. THE NET INSTALLED WEIGHT OF THE SMOOTH OR TEXTURED SOLAR ROOF™ SYSTEM DOES NOT EXCEED 3.4 PSF. INSTALLER SHALL PERFORM A FULL TEAR-OFF OF ALL EXISTING LAYERS OF ROOFING MATERIAL AND VERIFY EXISTING ROOF FRAMING IS IN SUITABLE CONDITION AND DOES NOT EXHIBIT ANY SIGNS OF STRUCTURAL DAMAGE WHICH MAY DIMINISH THE CAPACITY OF ITS MEMBERS OR CONNECTIONS PRIOR TO COMMENCEMENT OF ROOFING INSTALLATION.



MP15, MP16, MP17, MP18 WON'T BE RE-ROOFED



MP5	PITCH: 30° (7:12) ARRAY PITCH: 30° (7:12) AZIMUTH: 180 ARRAY AZIMUTH: 180 MATERIAL: Solar Roof STORY: Two
MP8	PITCH: 30° (7:12) ARRAY PITCH: 30° (7:12) AZIMUTH: 90 ARRAY AZIMUTH: 90 MATERIAL: Solar Roof STORY: Two
MP9	PITCH: 30° (7:12) ARRAY PITCH: 30° (7:12) AZIMUTH: 270 ARRAY AZIMUTH: 270 MATERIAL: Solar Roof STORY: Two
MP13	PITCH: 18° (4:12) ARRAY PITCH: 18° (4:12) AZIMUTH: 270 ARRAY AZIMUTH: 270 MATERIAL: Solar Roof STORY: Two

LEGEND

- (M) (E) UTILITY METER & WARNING LABEL
- (Inv) INVERTER W/ INTEGRATED DC DISCO & WARNING LABELS
- (DC) DC DISCONNECT & WARNING LABELS
- (AC) AC DISCONNECT & WARNING LABELS
- (JB) DC JUNCTION/COMBINER BOX & LABELS
- (D) DISTRIBUTION PANEL & LABELS
- (LC) LOAD CENTER & WARNING LABELS
- (M) DEDICATED PV SYSTEM METER
- (RSD) RAPID SHUTDOWN
- STANDOFF LOCATIONS
- CONDUIT RUN ON EXTERIOR
- CONDUIT RUN ON INTERIOR
- GATE/FENCE
- HEAT PRODUCING VENTS ARE RED
- INTERIOR EQUIPMENT IS DASHED

SITE PLAN

Scale: 1/16" = 1'

01' 16' 32'

N W E S

CONFIDENTIAL - THE INFORMATION HEREIN CONTAINED SHALL NOT BE USED FOR THE BENEFIT OF ANYONE EXCEPT TESLA INC., NOR SHALL IT BE DISCLOSED IN WHOLE OR IN PART TO OTHERS OUTSIDE THE RECIPIENT'S ORGANIZATION, EXCEPT IN CONNECTION WITH THE SALE AND USE OF THE RESPECTIVE TESLA EQUIPMENT, WITHOUT THE WRITTEN PERMISSION OF TESLA INC

JOB NUMBER: JB-344339 00

MOUNTING SYSTEM: TESLA SOLAR ROOF

MODULES: (238) Tesla # SR60T1

INVERTER: 7.6 kW Tesla Inc 1538000-00-F (240V)

CUSTOMER: sean johnson
8010 SW 16th Ave
Ocala, FL 34476

3524253737

DESCRIPTION: 13.91586 KW PV ARRAY

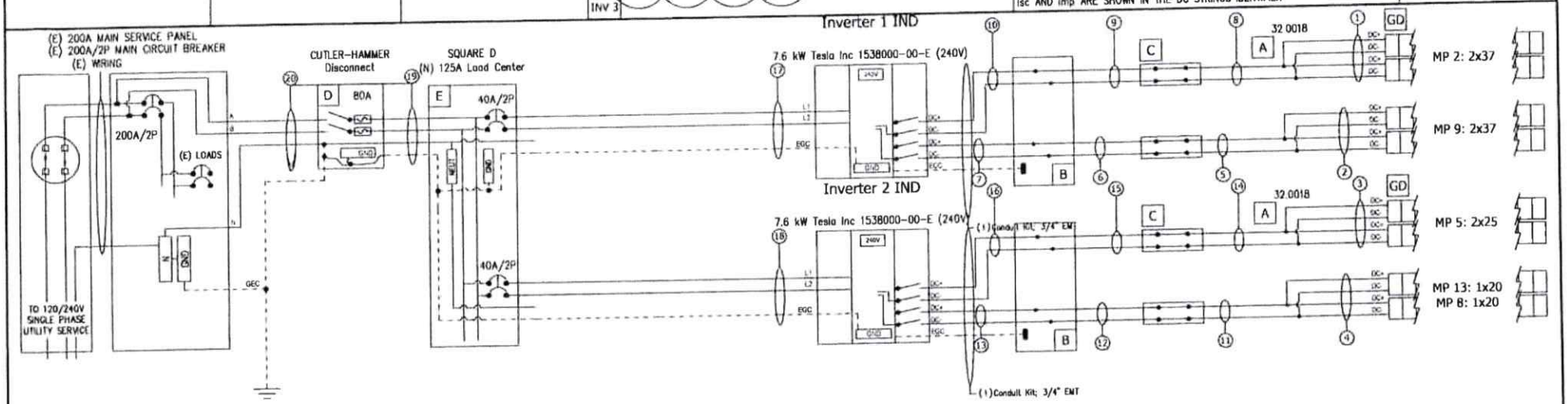
PAGE NAME: SITE PLAN

DESIGN: Santiago Da Silva

SHEET: 2 REV: d DATE: 7/28/2021

TESLA

GROUND SPECS	MAIN PANEL SPECS	GENERAL NOTES	INVERTER SPECS	MODULE SPECS	LICENSE
BOND (N) #6 GEC TO (N) GROUND ROD AT PANEL WITH IRREVERSIBLE CRIMP	Panel Number: NoMatch Meter Number: 08806425 Underground Service Entrance	Inv 1: DC Ungrounded Inv 2: DC Ungrounded Tie-In: Supply Side Connection	INV 1 - (1) 7.6 kW Tesla Inc 1538000-00-E (240V) INV 2 - (1) 7.6 kW Tesla Inc 1538000-00-E (240V) INV 3	- (238) Tesla # SR60T1 Solar Roof PV Module, 58.47W, 52.11W PTC, Textured Voc: 13.34 Vpmax: 10.99 Isc AND Imp ARE SHOWN IN THE DC STRINGS IDENTIFIER	



Voc* = MAX VOC AT MIN TEMP

SSC — SUPPLY SIDE CONNECTION. DISCONNECTING MEANS SHALL BE SUITABLE AS SERVICE EQUIPMENT AND SHALL BE RATED PER NEC

POI
- (1) Ground Rod 5/8" x 8', Copper
- (2) ILSCO # IPC 4/0-2/0 Insulation Piercing Connector, Main 4/0-2, Tap 2/0-6

E
- (1) SQUARE D #HOM1224L125PRB Load Center,125A,Convertible,NEMA 3R,12sp/24Cir,120v/240v,10kAIC,Surface
- (2) SQUARE D # HOM240 Breaker, 40A/2P, 2 Spaces

17
- (1) AWG #8, THWN-2, Black
- (1) AWG #8, THWN-2, Red
- (1) AWG #8, THWN-2, Green EGC — Vmp = 240 VAC — Imp= 32 AAC
- (1) Conduit Kit; 3/4" EMT

18
- (1) AWG #8, THWN-2, Black
- (1) AWG #8, THWN-2, Red
- (1) AWG #8, THWN-2, Green EGC — Vmp = 240 VAC — Imp= 32 AAC
- (1) Conduit Kit; 3/4" EMT

19
- (1) AWG #4, THWN-2, Black
- (1) AWG #4, THWN-2, Red
- (1) AWG #8, THWN-2, Green EGC — Vmp = 240 VAC — Imp= 64 AAC
- (1) Conduit Kit; 3/4" EMT

20
- (1) AWG #4, THWN-2, Black
- (1) AWG #4, THWN-2, Red
- (1) AWG #6, Solid Bare Copper GEC — Vmp = 240 VAC — Imp= 64 AAC
- (1) Conduit Kit; 1" EMT

AC

D
- (1) CUTLER-HAMMER # DG223NRB Disconnect; 100A, 240Vac, Fusible, NEMA 3R
- (1) CUTLER-HAMMER # DG100NB Ground/Neutral Kit; 60-100A, General Duty (DG)
- (1) CUTLER-HAMMER #DS16FK Class R Fuse Kit
- (2) FERRAZ SHAWMUT # TRS80R Fuse, 80A, 250V, Class RK5

PV BACKFEED OCP

12
- (2) AWG #10, PV Wire, 600V, Black — Voc* = 294.22VDC Isc = 11.3 ADC — Vmp = 219.8 VDC Imp= 10.64 ADC
- (1) Conduit; 3/4" LFMC

13
- (1) AWG #10, THWN-2, Black
- (1) AWG #10, THWN-2, White
- (1) AWG #8, THWN-2, Green EGC — Voc* = 294.22VDC Isc = 11.3 ADC — Vmp = 219.8 VDC Imp= 10.64 ADC
- (1) Conduit Kit; 3/4" EMT

14
- (2) AWG #10, PV Wire, 600V, Black — Voc* = 367.77VDC Isc = 11.3 ADC — Vmp = 274.75VDC Imp= 10.64 ADC

15
- (2) AWG #10, PV Wire, 600V, Black — Voc* = 367.77VDC Isc = 11.3 ADC — Vmp = 274.75VDC Imp= 10.64 ADC
- (1) Conduit; 3/4" LFMC

16
- (1) AWG #10, THWN-2, Black
- (1) AWG #10, THWN-2, White
- (1) AWG #8, THWN-2, Green EGC — Voc* = 367.77VDC Isc = 11.3 ADC — Vmp = 274.75VDC Imp= 10.64 ADC
- (1) Conduit Kit; 3/4" EMT

DC

5
- (2) AWG #10, PV Wire, 600V, Black — Voc* = 544.3 VDC Isc = 11.3 ADC — Vmp = 406.63VDC Imp= 10.64 ADC

6
- (2) AWG #10, PV Wire, 600V, Black — Voc* = 544.3 VDC Isc = 11.3 ADC — Vmp = 406.63VDC Imp= 10.64 ADC
- (1) Conduit; 3/4" LFMC

7
- (1) AWG #10, THWN-2, Black — Voc* = 544.3 VDC Isc = 11.3 ADC — Vmp = 406.63VDC Imp= 10.64 ADC
- (1) AWG #10, THWN-2, White
- (1) AWG #8, THWN-2, Green EGC
- (1) Conduit Kit; 3/4" EMT

8
- (2) AWG #10, PV Wire, 600V, Black — Voc* = 544.3 VDC Isc = 11.3 ADC — Vmp = 406.63VDC Imp= 10.64 ADC

9
- (2) AWG #10, PV Wire, 600V, Black — Voc* = 544.3 VDC Isc = 11.3 ADC — Vmp = 406.63VDC Imp= 10.64 ADC
- (1) Conduit; 3/4" LFMC

10
- (1) AWG #10, THWN-2, Black — Voc* = 544.3 VDC Isc = 11.3 ADC — Vmp = 406.63VDC Imp= 10.64 ADC
- (1) AWG #10, THWN-2, White
- (1) AWG #8, THWN-2, Green EGC
- (1) Conduit Kit; 3/4" EMT

11
- (2) AWG #10, PV Wire, 600V, Black — Voc* = 294.22VDC Isc = 11.3 ADC — Vmp = 219.8 VDC Imp= 10.64 ADC

GD — Please see NCI wiring detail page for more information

A
- (4) MULTI-CONTACT PV-AZB4 32.0018; Branch Socket; MC4 U-Joint Connector, Female
- (4) MULTI-CONTACT PV-AZS4 32.0018; Branch Plug; MC4 U-Joint Connector, Male

PV
- (28) 1550378-00-D NCI, TESLA, 600V, 13A

B
- (4) Junction Box Metal; 6"x6"x4" , Box w/ cover; Nema 3R

C
- (4) 1145820-00-A PASS THROUGH BOX, TWO STRING

1
- (4) AWG #10, PV Wire, 600V, Black — Voc* = 544.3 VDC Isc = 5.65 ADC — Vmp = 406.63VDC Imp= 5.32 ADC

2
- (4) AWG #10, PV Wire, 600V, Black — Voc* = 544.3 VDC Isc = 5.65 ADC — Vmp = 406.63VDC Imp= 5.32 ADC

3
- (4) AWG #10, PV Wire, 600V, Black — Voc* = 367.77VDC Isc = 5.65 ADC — Vmp = 274.75VDC Imp= 5.32 ADC

4
- (4) AWG #10, PV Wire, 600V, Black — Voc* = 294.22VDC Isc = 5.65 ADC — Vmp = 219.8 VDC Imp= 5.32 ADC

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JOB NUMBER: JB-344339 00
MOUNTING SYSTEM: TESLA SOLAR ROOF
MODULES: (238) Tesla # SR60T1
INVERTER: 7.6 kW Tesla Inc 1538000-00-F (240V)

CUSTOMER:
sean johnson
8010 SW 16th Ave
Ocala, FL 34476

3524253737

DESCRIPTION: 13.91586 KW PV ARRAY

PAGE NAME: THREE LINE DIAGRAM

DESIGN: Santiago Da Silva

SHEET: 3 REV: d DATE: 7/28/2021

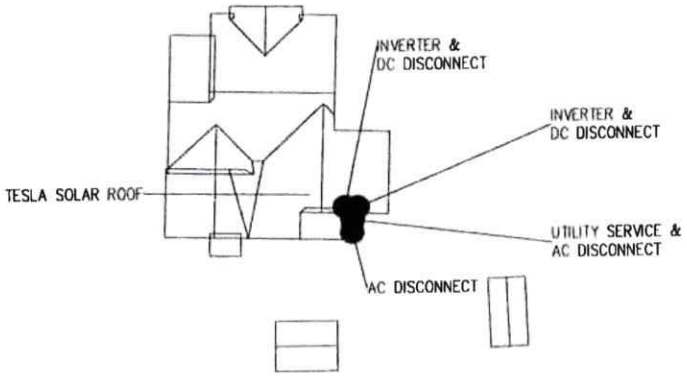
TESLA

860

SOLAR PV SYSTEM EQUIPPED WITH RAPID SHUTDOWN

TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION TO SHUT DOWN PV SYSTEM AND REDUCE SHOCK HAZARD IN THE ARRAY

Address: 8010 SW 16th Ave



OPERATING VOLTAGE = 240

JB-344339-00

-(1)Site Plan Placard
Custom site plan placard

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JOB NUMBER: JB-344339 00

MOUNTING SYSTEM: TESLA SOLAR ROOF

MODULES: (238) Tesla # SR60T1

INVERTER: 7.6 kW Tesla Inc 1538000-00-F (240V)

CUSTOMER: sean johnson
8010 SW 16th Ave
Ocala, FL 34476

3524253737

DESCRIPTION: 13.91586 KW PV ARRAY

PAGE NAME: SITE PLAN PLACARD

DESIGN: Santiago Da Silva

SHEET: 4 REV: d DATE: 7/28/2021

TESLA

8611

WARNING: PHOTOVOLTAIC POWER SOURCE

Label Location:
(C)(CB)(JB)
Per Code:
NEC 690.31.G.3

PHOTOVOLTAIC DC DISCONNECT

Label Location:
(DC) (INV)
Per Code:
NEC 690.13.B

MAXIMUM POWER-POINT CURRENT (Imp) ____ A
MAXIMUM POWER-POINT VOLTAGE (Vmp) ____ V
MAXIMUM SYSTEM VOLTAGE (Voc) ____ V
SHORT-CIRCUIT CURRENT (Isc) ____ A

Label Location:
(DC) (INV)
Per Code:
NEC 690.53

WARNING
ELECTRIC SHOCK HAZARD
IF A GROUND FAULT IS INDICATED
NORMALLY GROUNDED
CONDUCTORS MAY BE
UNGROUNDED AND ENERGIZED

Label Location:
(DC) (INV)
Per Code:
690.41.B

WARNING
ELECTRICAL SHOCK HAZARD
DO NOT TOUCH TERMINALS
TERMINALS ON BOTH LINE AND
LOAD SIDES MAY BE ENERGIZED
IN THE OPEN POSITION
DC VOLTAGE IS
ALWAYS PRESENT WHEN
SOLAR MODULES ARE
EXPOSED TO SUNLIGHT

Label Location:
(DC) (CB)
Per Code:
CEC 690.13.B

PHOTOVOLTAIC AC DISCONNECT

Label Location:
(AC) (POI)
Per Code:
NEC 690.13.B

MAXIMUM AC OPERATING CURRENT ____ A
MAXIMUM AC OPERATING VOLTAGE ____ V

Label Location:
(AC) (POI)
Per Code:
NEC 690.54

WARNING
ELECTRIC SHOCK HAZARD
DO NOT TOUCH TERMINALS
TERMINALS ON BOTH LINE AND
LOAD SIDES MAY BE ENERGIZED
IN THE OPEN POSITION

Label Location:
(AC)(POI)
Per Code:
NEC 690.13.B

PHOTOVOLTAIC POINT OF INTERCONNECTION
WARNING: ELECTRIC SHOCK
HAZARD. DO NOT TOUCH
TERMINALS. TERMINALS ON
BOTH THE LINE AND LOAD SIDE
MAY BE ENERGIZED IN THE OPEN
POSITION. FOR SERVICE
DE-ENERGIZE BOTH SOURCE
AND MAIN BREAKER
PV POWER SOURCE
MAXIMUM AC
OPERATING CURRENT ____ A
MAXIMUM AC
OPERATING VOLTAGE ____ V

Label Location:
(POI)
Per Code:
CEC 690.13.B

CAUTION
DUAL POWER SOURCE
SECOND SOURCE IS
PHOTOVOLTAIC SYSTEM

Label Location:
(POI)
Per Code:
NEC 705.12.B.3

CAUTION
PHOTOVOLTAIC SYSTEM
CIRCUIT IS BACKFED

Label Location:
(D) (POI)
Per Code:
NEC 690.64.B.4

WARNING
INVERTER OUTPUT
CONNECTION
DO NOT RELOCATE
THIS OVERCURRENT
DEVICE

Label Location:
(POI)
Per Code:
NEC 705.12.B.2.3.b

WARNING
ELECTRIC SHOCK HAZARD
THE DC CONDUCTORS OF THIS
PHOTOVOLTAIC SYSTEM ARE
UNGROUNDED AND
MAY BE ENERGIZED

Label Location:
(DC) (INV)

(AC): AC Disconnect
(C): Conduit
(CB): Combiner Box
(D): Distribution Panel
(DC): DC Disconnect
(IC): Interior Run Conduit
(INV): Inverter With Integrated DC Disconnect
(LC): Load Center
(M): Utility Meter
(POI): Point of Interconnection

	Label Set		

POWERWALL

Backup Gateway 2

The Backup Gateway 2 for Tesla Powerwall provides energy management and monitoring for solar self-consumption, time-based control, and backup.

The Backup Gateway 2 controls connection to the grid, automatically detecting outages and providing a seamless transition to backup power. When equipped with a main circuit breaker, the Backup Gateway 2 can be installed at the service entrance. When the optional internal panelboard is installed, the Backup Gateway 2 can also function as a load center.

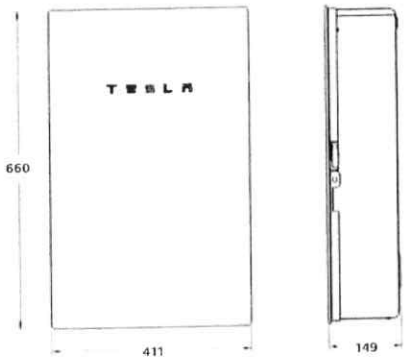
The Backup Gateway 2 communicates directly with Powerwall, allowing you to monitor energy use and manage backup energy reserves from any mobile device with the Tesla app.

PERFORMANCE SPECIFICATIONS

AC Voltage (Nominal)	
Feed-In Type	
Grid Frequency	
Current Rating	
Maximum Input Short Circuit Current	
Overcurrent Protection Device	
Overvoltage Category	
AC Meter	
Primary Connectivity	
Secondary Connectivity	
User Interface	
Operating Modes	
Backup Transition	
Modularity	
Optional Internal Panelboard	
Warranty	

MECHANICAL SPECIFICATIONS

Dimensions	
Weight	
Mounting options	



COMPLIANCE INFORMATION

Certifications	
Emissions	

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	
Operating Humidity (RH)	
Maximum Elevation	
Environment	
Enclosure Type	

MCI WIRING DETAIL

GENERAL NOTES

- DRAWING OF STANDARD MCI WIRING DETAIL FOR ANY GIVEN STRING LENGTH
- IF INITIATED, RAPID SHUTDOWN OCCURS WITHIN 30 SECONDS OF ACTIVATION AND LIMITS VOLTAGE ON THE ROOF TO NO GREATER THAN 165V (690.12.B.2.1)
- MID CIRCUIT INTERRUPTER (MCI) IS A UL 1741 PVRSE CERTIFIED RAPID SHUTDOWN DEVICE (RSD)

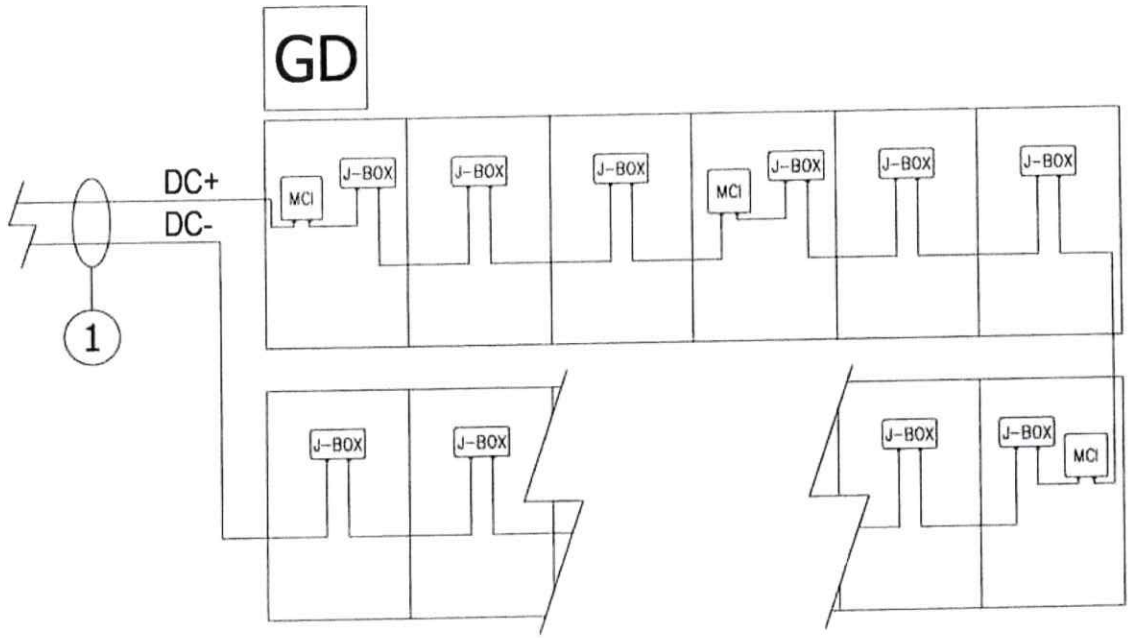
RETROFIT PV MODULES

- MCIS ARE LOCATED AT ROOF LEVEL, JUST UNDER THE PV MODULES IN ACCORDANCE WITH 690.12 REQUIREMENTS
- THE QUANTITY OF MCIS PER STRING IS DETERMINED BY STRING LENGTH
  - NUMBER OF MODULES BETWEEN MCI UNITS = 0-3
  - MAXIMUM NUMBER OF MODULES PER MCI UNIT = 3
  - MINIMUM NUMBER MCI UNITS = MODULE COUNT/3

*Exception: Tesla (Longi) modules installed in locations where the max Voc for 3 modules at low design temperature exceeds 165V shall be limited to 2 modules between MCIs.

PLEASE REFER TO MCI CUTSHEET AND PVRSA INSERT FOR MORE INFORMATION

TESLA



1 (2) AWG, PV Wire, 600V, Black

DC

MCI WIRING DETAIL

GENERAL NOTES

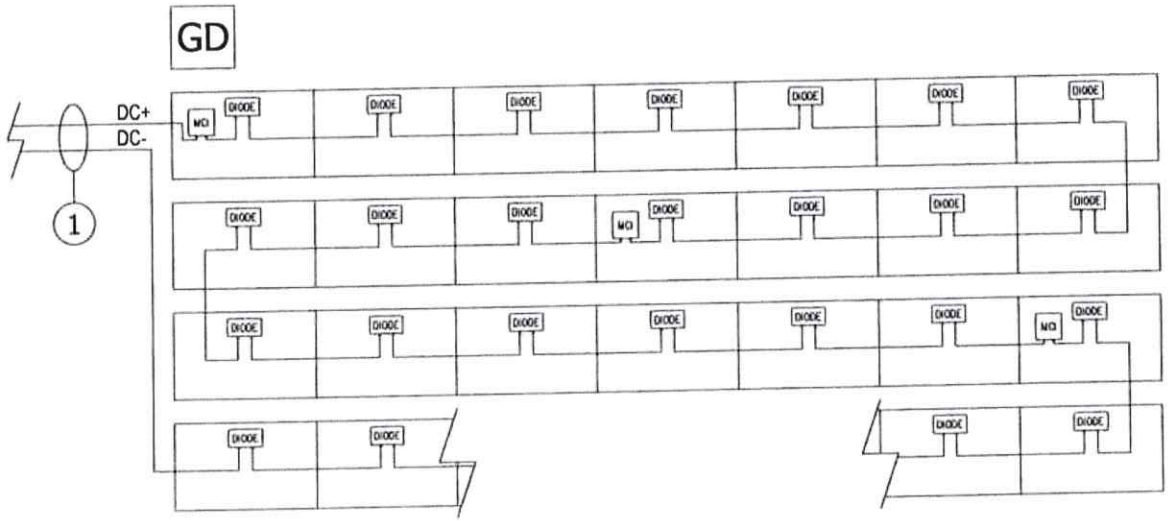
- DRAWING OF STANDARD MCI WIRING DETAIL FOR ANY GIVEN STRING LENGTH
- IF INITIATED, RAPID SHUTDOWN OCCURS WITHIN 30 SECONDS OF ACTIVATION AND LIMITS VOLTAGE ON THE ROOF TO NO GREATER THAN 165V (690.12.B.2.1)
- MID CIRCUIT INTERRUPTER (MCI) IS A UL 1741 PVRSE CERTIFIED RAPID SHUTDOWN DEVICE (RSD)

SOLAR ROOF TILES

- MCIS ARE LOCATED AT DECK LEVEL, JUST UNDER THE TILES IN ACCORDANCE WITH 690.12 REQUIREMENTS
- THE QUANTITY OF MCIS PER STRING IS DETERMINED BY STRING LENGTH
  - NUMBER OF TILES BETWEEN MCI UNITS = 0-10
  - MAXIMUM NUMBER OF TILES PER MCI UNIT = 10
  - MINIMUM NUMBER MCI UNITS = TILE COUNT/10

PLEASE REFER TO MCI CUTSHEET AND PVRSA INSERT FOR MORE INFORMATION

TESLA



1 (2) AWG, PV Wire, 600V, Black

DC

SOLAR INVERTER

The solar inverter provides DC to AC conversion and integrates with the Tesla ecosystem, including Solar Panels, Solar Roof, Powerwall and vehicle charging, to provide a seamless, sustainable energy experience.

KEY FEATURES

- Integrated rapid shutdown, arc fault and ground fault protection
- No neutral wire simplifies installation
- As the standard number of MPPTs for high production on complex roofs

ELECTRICAL SPECIFICATIONS

Solar Inverter Model	1534000-xx-y	1538000-xx-y
Output Power (AC)	3.8 kW	7.6 kW
Nominal Power		
Maximum Apparent Power		
Maximum Continuous Current		
Breaker (Overcurrent Protection)		
Nominal Power Factor		
THD (at Nominal Power)		
INPUT (DC)		
MPPT		
Input Connectors per MPPT		
Maximum Input Voltage		
DC Input Voltage Range		
DC MPPT Voltage Range		
Maximum Current per MPPT (I_{mp})		
Maximum Short Circuit Current per MPPT (I_{sc})		

PERFORMANCE SPECIFICATIONS

Peak Efficiency	
CEC Efficiency	
Allowable DC/AC Ratio	
Customer Interface	
Internet Connectivity	
AC Remote Metering Support	
Protections	
Supported Grid Types	
Required Number of Tesla Solar Shutdown Devices per Solar Module	
Warranty	

MECHANICAL SPECIFICATIONS

Dimensions	
Weight	
Mounting options	

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	
Operating Humidity (RH)	
Storage Temperature	
Maximum Elevation	
Environment	
Enclosure Rating	
Ingress Rating	
Pollution Rating	
Operating Noise @ 1 m	

COMPLIANCE INFORMATION

Grid Certifications	
Safety Certifications	
Emissions	

SOLAR SHUTDOWN DEVICE

The Tesla Solar Shutdown Device is part of the PV system rapid shutdown (RSD) function in accordance with Article 690 of the applicable NEC. When paired with the Tesla Solar Inverter, solar array shutdown is initiated by any loss of AC power.

ELECTRICAL SPECIFICATIONS

Nominal Input DC Current Rating (I_{mp})	
Maximum Input Short Circuit Current (I_{sc})	
Maximum System Voltage	

RSD MODULE PERFORMANCE

Maximum Number of Devices per String	
Control	
Passive State	
Maximum Power Consumption	
Warranty	

COMPLIANCE INFORMATION

Certifications	

PVRSA

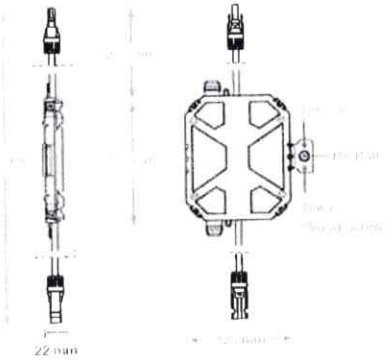
RSD Initiation Method	
Compatible Equipment	

ENVIRONMENTAL SPECIFICATIONS

Ambient Temperature	
Storage Temperature	
Enclosure Rating	

MECHANICAL SPECIFICATIONS

Electrical Connections	
Housing	
Dimensions	
Weight	
Mounting Options	



SOLAR SHUTDOWN DEVICE REQUIREMENTS PER MODULE

Brand	Model	Required Solar Shutdown Devices

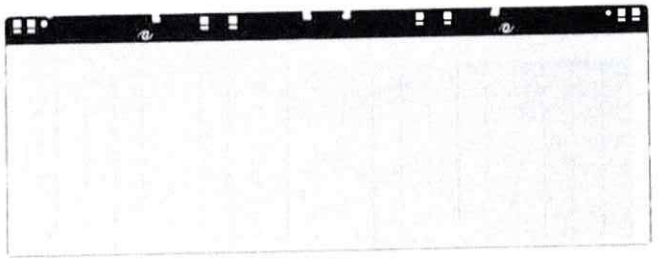
SOLAR ROOF

DATASHEET

FOR FULL TEAR-OFF AND OVERLAY INSTALLATIONS

14-CELL PV MODULE

MODEL #: SR60T1



ELECTRICAL SPECIFICATIONS

Maximum open circuit voltage rating of connected branch circuits per diode (at STC): 13 34 V
Maximum series fuse rating: 10 A
Maximum system voltage: 600 V

Irradiance (W/m^2)	Temp (Celsius)	Voc (V)	Vmp (V)	Isc (A)	Imp (A)	Pmax (W)
1000	25	13 34	10 99	5 65	5 32	58 47

These electrical characteristics are within ± 5% of the indicated values of Isc, Voc, and Pmax under standard test conditions (irradiance of 1000 W/m^2, AM 1 5 spectrum, and a cell temperature of 25 °C or 77 °F)

MECHANICAL SPECIFICATIONS

Dimensions: 430 mm x 1140 mm
Thickness: Appx 5 mm module thickness with 35 3 mm maximum height from deck
Principal Materials: Glass, Polymers, Fiberglass and Silicon
Installed System Weight: Textured Glass: 15 kg/m^2 or 3 1 psf
(Installed weight includes all components of system above roof sheathing or existing roof covering)

ROOF PITCH RANGE

2:12 - 24:12
Certain features can be installed up to 62:12

CERTIFICATIONS

UL 61730 (UL Listed); UL 9703 (UL Listed); UL 1741 (UL Listed)
UL 790 Class A (ETL Listed); ASTM D3161 Class F (ETL Listed); TAS100 (ETL Listed)

SHEATHING SPECIFICATIONS

Solar Roof will be installed over bare solid or closely fitted sheathing, as follows:

- DOC PS-1 compliant / exterior grade plywood: minimum 15/32" (11.9 mm) thick or
- DOC POS-2 OSB sheathing: minimum 7/16" thick (11 1 mm) or
- Closely-fitted sheathing boards: minimum of 3/4" (19 1 mm) thick

Solar Roof can also be installed over compatible existing roofs, as follows:

- Three-tab composition shingle, single layer
- Architectural composition shingle, single layer

Solar Roof will not be installed over raised presidential-style composition shingle, roofs with more than one layer of composition shingle, or existing non-composition shingle roof types like tiled roofs

ROOFING MODULES, FULL AND PARTIAL

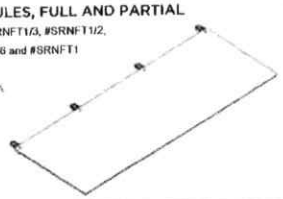
Model #SRNFT1/6, #SRNFT1/3, #SRNFT1/2, #SRNFT2/3, #SRNFT5/6 and #SRNFT1

Listed to UL 61730

Listed to UL 790 Class A

ASTM D3161 Class F

TAS100



PV MODULE

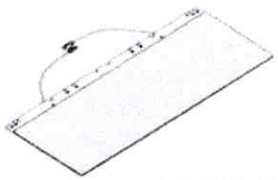
Model #SR60T1

Listed to UL 61730

UL 790 Class A

ASTM D3161 Class F

TAS100



METAL TILES, FULL AND PARTIAL

Model #SRMTT1/6, #SRMTT1/3, #SRMTT1/2

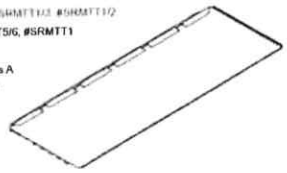
#SRMTT2/3, #SRMTT5/6, #SRMTT1

Listed to UL 1897

Listed to UL 790 Class A

ASTM D3161 Class F

TAS100



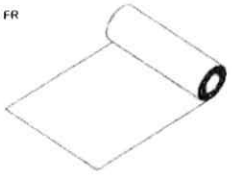
UNDERLAYMENT

Model #SR-SAUL-1 or FT Cobalt FR

ASTM D1970/CC AC48

ICC AC188

ASTM E108 Class -A



DIODE HARNESS

Model #SRDTH

UL 9703

Listed (ZKLA) "PV Wire"

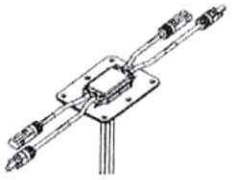
Short and long lead versions

interchangeable

PASS THROUGH BOX

Model #SRPTB-4

UL 1741, File #E318357



HELLOSIGN

Audit Trail

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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

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SIGNED	**01 / 31 / 2022** 13:17:11 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104

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COMPLETED	**01 / 31 / 2022** 13:38:43 UTC-5	The document has been completed.

220030

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: Wilfredo A. Rodriquez-Fuentes

Mailing Address: 2849 NE 46th Ave

City: Ocala State: FL Zip Code: 34470

Phone Number: (352) 816-6141 Alternate Phone Number: _____

Email Address: wrfuentes23@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 559705-226946

2. RGS Facility Information

Facility Location: 2849 NE 46th Ave

Ocala Electric Utility Customer Account Number: 559705-226946

RGS Manufacturer: Hanwha

Manufacturer's Address: 2849 NE 46th Ave

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

Doc ID: 2b3b6c2d40ca59dd46d5bef8ee803ef124fbbcb1

3. Facility Rating Information

Gross Power Rating: 8.5 ("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: Nov 10 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)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: _____ Date: 11-27-2021
(Print Name)

_____
(Signature)

Doc ID: 2b3b6c2d40ca59dd46d5bef8ee803ef124fbbcb1

powered by Q.ANTUM DUO

Q.PEAK DUO-G6

340-355

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 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*, 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.

STATE OF THE ART MODULE TECHNOLOGY
Q ANTUM DUO combines cutting-edge cell separation and innovative wiring with Q ANTUM Technology.

APT test conditions according to IEC 62804-1:2015, method B (-1500 V, 168 h).
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

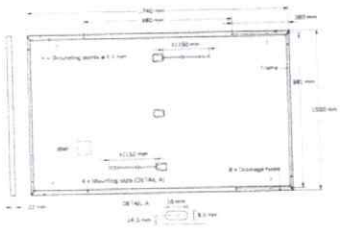
Engineered in Germany

Q CELLS

Doc ID: 2b3b6c2d40ca59dd46d5bef8ee803ef124fbbcb1

MECHANICAL SPECIFICATION

	1740 mm × 1030 mm × 32 mm (including frame)
	19.9 kg
	3.2 mm thermally pre-stressed glass with anti-reflection technology
	Composite film
	Black anodised aluminium
	6 × 20 monocrystalline Q.ANTUM solar half cells
	53-101 mm × 32-60 mm × 15-18 mm
	Protection class IP67, with bypass diodes
	4 mm² Solar cable; (+) ≥1150 mm, (-) ≥1150 mm
	Staubli MC4; Hanwha Q CELLS HQC4; Amphenol UTX, Renhe 06-6, Tongling TL-Cable01S, JMTHV, JM601, IP68 or Friends PV2a, IP67

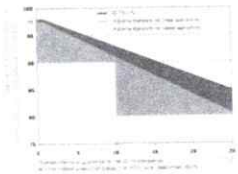


ELECTRICAL CHARACTERISTICS

POWER CLASS			340	345	350	355
	P_{mpp}	[W]	340	345	350	355
	I_{sc}	[A]	10.68	10.73	10.79	10.84
	V_{oc}	[V]	40.24	40.49	40.73	40.98
	I_{mpp}	[A]	10.16	10.22	10.27	10.33
	V_{mpp}	[V]	33.46	33.76	34.07	34.38
	η	[%]	≥19.0	≥19.3	≥19.5	≥19.8
	P_{mpp}	[W]	254.5	258.2	261.9	265.7
	I_{sc}	[A]	8.60	8.65	8.69	8.74
	V_{mpp}	[V]	37.94	38.17	38.41	38.65
	I_{mpp}	[A]	8.00	8.04	8.09	8.13
	V_{mpp}	[V]	31.81	32.10	32.40	32.69

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

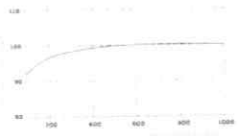
Q CELLS PERFORMANCE WARRANTY



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 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 condition (25 °C, 1000 W/m²)

TEMPERATURE COEFFICIENTS

α	[%/K]	+0.04	β	[%/K]	-0.27
γ	[%/K]	-0.36	NMOT	[°C]	43±3

PROPERTIES FOR SYSTEM DESIGN

	[V]	1000 (IEC) / 1000 (UL)
	[A]	20
	[Pa]	3600 / 2667
	[Pa]	5400 / 4000

Class II
C / TYPE 2
-40°C - +85°C

QUALIFICATIONS AND CERTIFICATES

VDE Quality Tested, IEC 61215:2016, IEC 61730:2016
This data sheet complies with DIN EN 50380

PACKAGING INFORMATION

	32
	28
	26
	179 L × 1130 × 1200 mm
	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

Engineered in Germany

Q CELLS

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WILFREDO RODRIGUEZ
2849 NE 46TH AVE
OCALA, FL 34470

windmar

E-1

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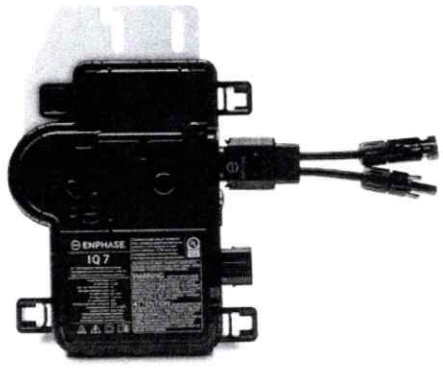
Enphase IQ 7 and IQ 7+ Microinverters

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)

* For IQ 7+ Micro is required to support 72-cell modules.

UL CERTIFIED

To learn more about Enphase offerings, visit enphase.com

ENPHASE

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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 C22.1-2018 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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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 27 day of November, 20 21, by and between Wilfredo A. Rodriquez-Fuentes, (hereinafter called "**Customer**"), located at 2849 NE 46th 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: 2849 NE 46th 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)

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1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):
   a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
   b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
   c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
   d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
   e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

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8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

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17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

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23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

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26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

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29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

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32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: Bill Kauffman

Title: ACM / CFO

Date: 01 / 31 / 2022

Customer:

By: [illegible] Rodriguez-Fuentes
(Print Name)

[illegible]
(Signature)

Date: 11-27-2021

City of Ocala Electric Utility Account Number:

559705-226946

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
Assistant City Attorney

Doc ID: 2b3b6c2d40ca59dd46d5bef8ee803ef124fbbcb1

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 27 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 Wilfredo A. Rodriquez-Fuentes, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

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7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

Doc ID: 2b3b6c2d40ca59dd46d5bef8ee803ef124fbbcb1

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility
By: Bill Kauffman
Title: ACM / CFO
Date: 01 / 31 / 2022

Florida Municipal Power Agency
By:
Title: Bus Dev & Sys Ops Director
Date: 01 / 31 / 2022

Customer
By: [illegible] Date: 11-27-2021
(Print Name)
(Signature)

Customer's City of Ocala Electric Utility Account Number: 559705-226946

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

Doc ID: 2b3b6c2d40ca59dd46d5bef8ee803ef124fbbcb1

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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STATUS	• Signed

Document History

SENT	**01 / 18 / 2022** 11:02:58 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), William Kauffman (wkauffman@ocalafl.org) and Florida Municipal Power Agency (chris.gowder@fmpa.com) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 13:39:55 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 13:40:09 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 14:00:53 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 14:01:09 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104

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COMPLETED	**01 / 31 / 2022** 14:55:46 UTC-5	The document has been completed.

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CEP OCALA / MARION COUNTY CHAMBER & ECONOMIC PARTNERSHIP

Relocation & Business Guide **Advertising Agreement**

Published by good life PUBLISHING

City of Ocala, by and through Ocala Electric Utility
Business Name

1805 NE 30th Avenue, Bldg. 400
Address

Ocala, FL 34471
City/State/Zip

Tammy Hoff	(352) 351-6626		thoff@ocalafl.org
Contact Name	Telephone	Fax	Email

Purchase Agreement For:

AD SIZE	RATE
full-page	$2190
TOTAL:	$2190

NOTES:

Includes FREE highlighted listing (a $345 value)

Rate is $300 less than published rate total for our best clients

May separate full-page ad into fractional ads at no additional charge

PAYMENT TERMS:

❑ **Check or Cash**

50% due upon presentation of ad proof.

Credit Card:

❑ MC ❑ Visa ❑ American Exp

Name on Card: _____

Number: _____

Security Code: _____

Exp. Date: _____

Billing Zip Code: _____

Amount of Charge: _____

I authorize Good life Publishing, Inc. to charge my credit card.

Signature: _____

Date: _____

Having full power and authority to sign for the above business, I hereby warrant that I have read all provisions on **both pages** of this contract and give my approval of same.

SIGNATURE Bill Kauffman **DATE** 11/20/21

Title ACM / CFO

Print Name wkauffman@ocalafl.org

Publisher's Rep. Dean Blinkhorn

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

Good Life Publishing Inc. • BILLING: 6906 SW 134th Ave., Archer FL 32618
Phone 877-622-5210 x 702 • **Fax** 877-328-4033
Email: CEP@ocalasgoodlife.com

TERMS AND CONDITIONS

ACCEPTANCE
The undersigned (hereafter referred to as "Advertiser"), which term shall mean and include any and all persons, corporations or other entities, that sign hereunder in whatever capacity or that are otherwise defined as "Advertiser" herein, each of whom shall be individually, jointly and severally bound hereby agrees with Good Life Publishing, Inc. (hereafter referred to as "GLP") to place and maintain advertising subject to the conditions and instructions herein, including those on both sides of this agreement, for such prices per month as are indicated herein and guarantees payments of all obligations. GLP will not be bound by any agreement which is not expressed herein. This is NOT an agreement between the Advertiser and Ocala/Marion County Chamber and Economic Partnership (hereafter referred to as "CEP").

PAYMENT TERMS
Advertiser agrees to payment terms indicated on page one of this agreement, or by the date of the invoice, whichever is earlier.

FINANCE CHARGES
All payments in arrears shall bear interest at 1.5% per month and this finance charge shall accrue on any judgments entered based upon this contract.

DEFAULT
Upon default in the payment of the sums due hereunder, GLP may cancel advertising. However, that such discontinuance does not relieve Advertiser of the contract obligations.

ARTWORK
Advertiser agrees that the service being purchased is for the advertising space only. If requested, GLP shall create artwork for the advertising space at no additional charge as a courtesy. Artwork and photography created by GLP remains the property of GLP. Every effort will be made to obtain artwork approval from the Advertiser, but failure to approve artwork will not result in a refund of monies to Advertiser. Any artwork and/or photography created by GLP for use in the magazine is the property of GLP and may not be used for any other use without permission. A production fee of $125 an hour will be charged for any artwork which is requested for uses other than GLP. GLP reserves the right to deny releasing artwork to other publications.

SUPPLIED ADVERTISING MATERIALS
Supplied advertising materials cannot be guaranteed for correctness or quality of reproduction. Digital files submitted without color proofs cannot be guaranteed for color. These advertisements will be at Advertiser's risk with no make-goods or credits allowed.

AGENCIES
Agencies whose accounts are not paid in full within forty-five (45) days thereafter will forfeit the agency commission due and shall be subject to a service charge of one and a half percent (1 1/2%) per month on the unpaid balance for an annual percentage rate of eighteen percent (18%) unless prior arrangements are made in writing between the agency and GLP.

CANCELLATION BY GLP:
GLP reserves the right to cancel this Agreement for any reason at any time. GLP specifically reserves the right to cancel this Agreement if any bill is not paid within 30 days of the press date.

CANCELLATION BY ADVERTISER:
This contract may not be cancelled by the Advertiser and the Advertiser will be responsible for payment of the ad space.

ATTORNEYS /COLLECTION AGENCY FEES:
If Advertiser's account is delinquent and placed with an attorney or collection agency, Advertiser agrees to pay any attorney's fees or cost of collection or other expenses incurred in collection of monies due GLP.

ALTERATION/DAMAGES OF PRINTING MATERIALS
GLP reserves the right to alter any printing materials received at variance with mechanical requirements. GLP will use reasonable precaution to protect all printing materials, but will not be liable for loss or damage.

EDITORIAL DISCRETION
GLP reserves the right at all times to reject any advertising and/or contract which fails to conform to its editorial standards or which GLP deems to be otherwise undesirable.

LIMITATION OF LIABILITY
ADVERTISER hereby expressly agrees that the GLP LIABILITY FOR ERRORS AND OMISSIONS SHALL NOT EXCEED THE AMOUNT OF CHARGES FOR LISTING OR ADVERTISEMENT SPECIFIED on the face of this Application. In no event shall GLP be liable for indirect damages or consequential damages resulting from GLP errors or omissions. No adjustments will be considered on any advertisement in reimbursements. ADVERTISER agrees to defend and to identify GLP and to hold GLP harmless from any and all liabilities and claims, including expenses, cost and attorney fees incurred in the defense of any claims resulting from a breach of any rights to such trademark, service mark, trade name, illustration, person's name and/or person's photograph used, which results from GLP acceptance of the application and performance of the Contract. Since this agreement is not with the CEP, the CEP shall not be liable for any errors or omissions.

VENUE

All disputes between the parties shall take place in Marion County, Florida.

JURY TRIAL WAIVER
IT IS SPECIFICALLY AGREED THAT ALL PARTIES HERETO WAIVE THEIR RIGHT TO A JURY TRIAL FOR ANY AND ALL CLAIMS THAT THEY HAVE AGAINST ONE ANOTHER ARISING OUT OF THIS CONTRACT.

Having full power and authority to sign for the above business, I hereby warrant that I have read all provisions on both pages of this contract and give my approval of same.

SIGNATURE Bill Kauffman DATE 01 / 31 / 2022

Title ACM / CFO

Print Name wkauffman@ocalafl.org

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Advertising Agreement - CEP, Good Life...
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DOCUMENT ID	1d8c291985a0aa581e97dbb5cd24738f6a81178d
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STATUS	• Signed

Document History

SENT	**01 / 19 / 2022** 10:47:53 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and wkauffman@ocalafl.org (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 31 / 2022** 13:08:45 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
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OCALA

CONTRACT # REC/220010

AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **LPT SALSA, LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 83-3327865) ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **ONE (1)** show that is approximately **SIXTY (60) MINUTES** in length on **APRIL 29, 2022** beginning at **8:00 P.M.** and ending at **9:00 P.M.** (the "Performance"). City will provide requested backline instruments of up to $225 in rental costs to include keys, bass and congas.
   A. The load in, set up and sound check time on the date of the Performance shall be at **3:00 P.M.**
   B. General admission to the Performance shall begin at approximately 7:00 P.M.
   C. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **WEBB FIELD AT THE MARTIN LUTHER KING JR. RECREATION COMPLEX**, during the Levitt AMP Ocala Music Series (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **THREE THOUSAND, SIX-HUNDRED AND NO/100 DOLLARS ($3,600)** for the entire Performance (the "Performance Fee") payable as follows:
   A. Not less than **NINETY (90) DAYS** prior to the date of the Performance, City shall pay a lump sum equal to **ONE THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS ($1,800)** by check made payable to **JOSUE A. CRUZ** as a deposit towards the Performance Fee set forth above. This deposit may be fully refundable to City pursuant to the terms set forth in Paragraph 5 below.
   B. City shall remit payment for the remaining balance of the Performance Fee in the amount of, **ONE THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS ($1,800)** and shall be hand-delivered to Artist immediately following the Performance unless the parties otherwise agree.
4. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure

to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:

A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:
   (i) demeans and/or exploits persons on the basis of gender, race, or other grounds;
   (ii) references alcohol, drugs, obscene acts, or other explicit subjects;
   (iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City 's production team and will abide by them accordingly

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

5. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least **THREE (3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.
5. **SALE OF MERCHANDISE.** City may permit Artist to sell merchandise at the Venue on the date of the Performance. City expressly reserves the right to withhold approval for merchandise sales by Artist. If approval for merchandise sales is granted by City, Artist may retain **ONE HUNDRED PERCENT (100%)** of Artist's gross merchandise sales. Artist shall provide City access to Artist's merchandise inventory and sales records.
6. **HOSPITALITY.** Artist will secure their own lodging, travel, and transportation to and from venue.
7. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.
8. **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.
9. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any

insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

10. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.
11. **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.
12. **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.

13. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Artist does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

14. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is

made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 02 / 01 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

ARTIST:

By: _____

LPT Salsa, LLC
Name of Signatory

Managing Partner
Title of Signatory

VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT
IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

LPT Salsa LLC

VENDOR NAME

491 Whiting Ln., Atlantic Beach, FL, 32233

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 04/29/2022 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

LPT at Levitt AMP Ocala Music Series

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 17 day of December, 2021.

VENDOR SIGNATURE

Josue A Cruz

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)

From: Richard Dennis
To: Jennifer Normoyle
Subject: RE: Insurance Waiver Request - LPT Salsa/Levitt
Date: Tuesday, December 28, 2021 3:04:11 PM
Attachments: image001.png

Approved

Richard Dennis
City of Ocala Risk Manager
Office 352-401-3989
Mobile 352-572-0414
RDennis@OcalaFL.org

From: Jennifer Normoyle <jnormoyle@Ocalafl.org>
Sent: Tuesday, December 28, 2021 12:09 PM
To: HR Risk <hrrisk@Ocalafl.org>
Cc: Christopher Watt <CWatt@Ocalafl.org>
Subject: Insurance Waiver Request - LPT Salsa/Levitt

Hello,

I am requesting a waiver of insurance for **LPT Salsa LLC**

Vendor Activities/Services: Musical Performance at Levitt AMP Ocala Music Series

Date(s) Vendor will be onsite: Friday, April 29, 2022

Reason for Waiver: Waive insurance for a performer

Is Completed Hold Harmless Agreement Attached: Yes

Please confirm. Thank you

Jennifer Normoyle

Grants and Outreach Manager
City of Ocala Recreation & Parks
Cultural Arts & Sciences Division
Office: (352) 629-8220
Website: www.ocalafl.org/culturalarts

OCALA
Recreation and Parks

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Agreement for Performance Services - LPT...
FILE NAME	16742.original
DOCUMENT ID	8194ec6e3e69d15c0a9e1b1279964ed6be679890
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

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SENT	**01 / 20 / 2022** 07:39:21 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), LPT Salsa, LLC (lptsalsa@gmail.com), kwhitehead@ocalafl.org (kwhitehead@ocalafl.org) and ajacobs@ocalafl.org (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 31 / 2022** 13:00:03 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 13:00:39 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 15:30:11 UTC-5	Viewed by LPT Salsa, LLC (lptsalsa@gmail.com) IP: 98.224.43.232
SIGNED	**01 / 31 / 2022** 15:32:32 UTC-5	Signed by LPT Salsa, LLC (lptsalsa@gmail.com) IP: 98.224.43.232

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Agreement for Performance Services - LPT...
FILE NAME	16742.original
DOCUMENT ID	8194ec6e3e69d15c0a9e1b1279964ed6be679890
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

VIEWED	**02 / 01 / 2022** 09:04:32 UTC-5	Viewed by kwhitehead@ocalafl.org (kwhitehead@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 01 / 2022** 09:05:59 UTC-5	Signed by kwhitehead@ocalafl.org (kwhitehead@ocalafl.org) IP: 216.255.240.104
VIEWED	**02 / 01 / 2022** 12:21:05 UTC-5	Viewed by ajacobs@ocalafl.org (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 01 / 2022** 12:21:13 UTC-5	Signed by ajacobs@ocalafl.org (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**02 / 01 / 2022** 12:21:13 UTC-5	The document has been completed.

AGREEMENT TO PROVIDE CONSIGNMENT AGRICULTURAL & LANDSCAPING PARTS INVENTORY SERVICES

THIS AGREEMENT TO PROVIDE CONSIGNMENT AGRICULTURAL & LANDSCAPING PARTS INVENTORY SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **EFE, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 59-1000566) ("Vendor").

WHEREAS, on November 3, 2021 the City of Ocala issued an Invitation to Bid ("ITB") for the provision of specified agricultural and landscaping equipment parts at the City of Ocala's Fleet Management Parts Room on consignment, ITB No.: FLT/210911 (the "Solicitation"); and

WHEREAS, one firm responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Vendor was found to be sufficient; and

WHEREAS, Vendor was chosen as the intended awardee to provide specified agricultural and landscaping parts to the City of Ocala's Fleet Management Parts Room on consignment ("Services").

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The contract documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the bid submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

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

      Exhibit B: Price Proposal (B-1 through B-4)

   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.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** The highest total compensation payable to Vendor by City under this Agreement for the timely and satisfactory performance of services in compliance with **Exhibit A – Scope of Work** shall be **TWENTY-EIGHT THOUSAND, ONE HUNDRED SEVEN AND 78/100 DOLLARS ($28,107.78)** (the "Maximum Limiting Amount"). The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
   A. **Lead Time**: The maximum acceptable lead time on non-stock parts is **TWENTY-FOUR (24) HOURS**. If parts are back ordered, Vendor shall immediately notify the Fleet Parts Coordinator at (352) 351-6766.
   B. **Pricing**. Vendor shall be compensated in accordance with the pricing schedule set forth in the attached **Exhibit B – Price Proposal**.
   C. **Pricing Escalation/De-Escalation.** Manufacturer price increases for parts shall be limited to **FIVE PERCENT (5%)** during any **TWELVE (12) MONTH** period under the Agreement and shall require prior written approval by the Fleet Management Division Head or Director. Requests must be e-mailed with documentation of the manufacturer price increase. Any decreases in manufacturer pricing of **THREE PERCENT (3%)** or more must be passed on to the City within **THIRTY (30) DAYS** of the occurrence and reflected on the subsequent monthly invoice report. Vendor shall provide City with a credit or reduction in the price of parts for all manufacturer's rebates and/or credits received by Vendor for parts issued to City. Credits and reductions in pricing will be included in the next monthly invoice.
   D. **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 Fleet Management Department**, Attn: **John King, 1805 NE 30th Avenue, Bldg. 200, Ocala, Florida 34470**, E-mail: **jking@ocalafl.org**.
   E. **Parts Itemization Report**. A detailed report itemizing all parts provided during the preceding month must be submitted with each pay request and include part description, part number, quantity, and cost. This report will serve as support for payment to Vendor and the basis for payment in the event that the project is suspended or abandoned.

F. **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.

G. **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.

H. **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.

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

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **JANUARY 1, 2022** and continue for a term of **THREE (3)** years, through and including **DECEMBER 31, 2025**. This Agreement may be renewed for up to **TWO (2)** additional, **ONE-YEAR** (1-year) periods by written consent between City and Vendor.

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

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

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

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and products provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager (the "Project Manager").

A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, 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 Vendor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

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

Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **WARRANTY**. Vendor warrants that all goods furnished under this Agreement, whether manufactured or fabricated by Vendor or a third party shall be new and of the type and quality required in accordance with the Contract Documents. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (i) **ONE (1)** year from the date furnished; or (ii) the period of warranty provided by any supplier or manufacturer. Any and all written manufacturers' warranties for materials supplied must be provided to the City's Project Manager before final payment will be authorized.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.
12. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
    A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in

excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure 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 shall name City as an additional insured under the insurance policy.
16. **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:
    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 Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. Vendor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

18. **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's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Vendor is responsible for the amount of any deductible or self-insured retention.

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 A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department- 3rd FL, 110 SE Watula Ave, 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.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against 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.
21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.
22. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be

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

23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all 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.
26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency

to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
28. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
29. **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.

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

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

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

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

34. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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

If to Vendor:	EFE, Inc. Attention: Michael Sleeper III 138 Professional Way Wellington, Florida 33414 Phone: 352-315-1016 E-mail: msleeper@efe1963.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 E-mail: rbatsel@ocalalaw.com

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

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

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

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

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

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

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

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

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

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

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

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

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

48. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for 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 BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement on 01 / 25 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

EFE, INC.

Signature

EFE, Inc.
Printed Name

Site Manager Leesburg
Title

DELIVERY

1. Parts will be delivered or shipped to Fleet Management, 1805 NE 30th Avenue, Building 200, Ocala, FL 34470.
2. Scheduling of all deliveries shall be coordinated with the City's Fleet Parts Manager.

VENDOR RESPONSIBILITIES

1. Fully stock approved inventory within ten (10) business days of contract commencement.
2. Maintain an on-site minimum parts fill rate of ninety-five percent (95%).
3. Provide parts that are not "in stock" within twenty-four (24) hours. If a part is back ordered, Vendor will notify Fleet Parts Coordinator at 352-351-6766, immediately.
4. Conduct necessary cycle counts monthly and adjust inventory levels appropriately.
5. Accept responsibility for any shortages* in inventory levels and take immediate action to rectify. Vendor will be responsible to replenish stock as parts are used. Vendor will not be held responsible for missing parts. *Shortage is defined as an on-site parts fill rate of less than 95%.
6. Conduct a weekly bin inventory audit and invoice reconciliation.
7. Provide a detailed monthly invoice report, itemizing all parts invoiced for the month, including part description, part number, quantity, and cost.
8. Give the City a credit or reduction in price of parts for all manufacturer's rebates and/or credits received by the Vendor for parts issued to the City. Credits/reduction in prices will be included on the next monthly invoice.
9. Administer all warranty claims for defective parts. If a part is defective or inferior, the Vendor will provide a replacement part during the warranty period (or a refund) at no additional cost to the City.

VENDOR EMPLOYEES AND EQUIPMENT

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

7. Vendor is fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees and sub-contractors.

CITY OF OCALA RESPONSIBILITIES

1. City shall grant Vendor access to Fleet Management's secured parts room during normal business hours (Monday thru Friday, 7:00 AM to 5:00 PM) to stock and replenish agreed upon inventory. The parts room will be managed by the Fleet Parts Coordinator.
2. The Fleet Director, John King, 352-351-6648, jking@ocalafl.org must approve all new product lines or changes before introduction to City fleet for use.
3. The City may, at any time, discontinue use or specify part brand, type, and quantity to stock as inventory, type, and quantity to stock as inventory.

WARRANTY & PARTS REQUIREMENTS

1. Vendor will provide all manufacturer warranty documentation to Fleet Parts Coordinator.
2. Quality of all parts must be new and meet or exceed the quality of the parts furnished by the original equipment manufacturer (OEM).

Exhibit B - PRICE PROPOSAL CONTRACT# FLT/210911

	Bidder name	Bidder Location
	EFE, Inc	Leesburg, FL

ITEM	PRODUCT NUMBER	DESCRIPTION	MANUFACTURER	UOM	UNIT COST
1	0000 140 4402	AIR FILTER	STIHL	EA	$ 16.02
2	0000 350 0527	CAP	STIHL	EA	$ 4.55
3	0000 350 0533	FILLER CAP	STIHL	EA	$ 4.70
4	0000 350 3500	PICKUP BODY	STIHL	EA	$ 3.59
5	0000 350 3502	P/U BODY	STIHL	EA	$ 3.86
6	0000 350 3504	PICKUP	STIHL	EA	$ 3.62
7	0000 350 3515	PICKUP BODY	STIHL	EA	$ 3.91
8	0000 350 3521	FUEL FILTER	STIHL	EA	$ 4.05
9	0000 640 2001	CHAIN SPROCKET	STIHL	EA	$ 20.09
10	0000 937 5004	HOSE VITON FS31	STIHL	EA	$ 0.67
11	0000 955 0801	Nut	STIHL	EA	$ 1.11
12	0000 958 1000	WASHER	STIHL	EA	$ 0.89
13	0000 961 0601	BUSHING	STIHL	EA	$ 1.15
14	0781 313 8002	HP 2.6oz	STIHL	EA	$ 1.89
15	0781 516 5003	Qt. B/C	STIHL	EA	$ 6.12
16	1123 120 1613	FILTER	STIHL	EA	$ 2.50
17	1137 120 1604	AIR FILTER	STIHL	EA	$ 5.58
18	1141 120 1600	AIR FILTER MS27	STIHL	EA	$ 9.94
19	3003 008 8921	1 20 050 3/8	STIHL	EA	$ 54.21
20	3005 000 3905	12" BAR	STIHL	EA	$ 40.97
21	3005 000 4809	9 .14" BAR	STIHL	EA	$ 43.23
22	3005 008 3405	12" 1/4"P 043 R	STIHL	EA	$ 39.08
23	3005 008 3409	14" 1/4"P 043 R	STIHL	EA	$ 39.95
24	3005 008 3913	3 16 PICCO SL	STIHL	EA	$ 42.74
25	3005 008 4717	7 325 063 18	STIHL	EA	$ 47.36
26	3610 005 0044	CHAIN	STIHL	EA	$ 11.83
27	3610 005 0050	CHAIN	STIHL	EA	$ 13.50

Exhibit B - PRICE PROPOSAL CONTRACT# FLT/210911

	Bidder name	Bidder Location
	EFE, Inc	Leesburg, FL

ITEM	PRODUCT NUMBER	DESCRIPTION	MANUFACTURER	UOM	UNIT COST
28	3610 005 0055	CHAIN LO	STIHL	EA	$ 14.03
29	3616 005 0050	63PS3 50	STIHL	EA	$ 14.48
30	3623 005 0072	33RSC-CH	STIHL	EA	$ 21.11
31	3624 005 0072	CHAIN	STIHL	EA	$ 21.80
32	3670 005 0064	CHAIN	STIHL	EA	$ 15.97
33	3670 005 0072	71PM3 72	STIHL	EA	$ 17.44
34	3689 005 0068	CHAIN 26RM3-68	STIHL	EA	$ 17.79
35	4002 710 2108	TRIMMER	STIHL	EA	$ 29.35
36	4002 710 4313	25-2 SPO	STIHL	EA	$ 11.29
37	4002 713 9708	8 .COVER AUTO2	STIHL	EA	$ 9.15
38	4114 149 1205	GASKET S	STIHL	EA	$ 1.80
39	4130 790 1315	LOOP W/BARRIER	STIHL	EA	$ 11.48
40	4137 711 3202	CABLE	STIHL	EA	$ 16.79
41	4144 790 1201	1 .LOOP HANDLE	STIHL	EA	$ 15.74
42	4180 120 0611	CARBURETOR	STIHL	EA	$ 49.47
43	4180 120 0615	CARBURETOR	STIHL	EA	$ 44.83
44	4180 120 1800	AIR FILT	STIHL	EA	$ 2.82
45	4180 141 0300	AIR FILT	STIHL	EA	$ 6.74
46	4180 162 1000	PLATE	STIHL	EA	$ 2.26
47	4180 180 1110	CABLE	STIHL	EA	$ 20.73
48	4180 180 1150	CABLE	STIHL	EA	$ 23.26
49	4180 190 0400	0 .STARTER HOU	STIHL	EA	$ 16.48
50	4180 190 4000	REWIND	STIHL	EA	$ 24.94
51	4180 190 4002	REWIND STARTER	STIHL	EA	$ 26.86
52	4182 640 0152	GEAR HEAD	STIHL	EA	$ 160.53
53	4202 141 0300	NONRETURNABLESP	STIHL	EA	$ 1.12
54	4226 121 2700	BULB	STIHL	EA	$ 2.86

Exhibit B - PRICE PROPOSAL CONTRACT# FLT/210911

	Bidder name	Bidder Location
	EFE, Inc	Leesburg, FL

ITEM	PRODUCT NUMBER	DESCRIPTION	MANUFACTURER	UOM	UNIT COST
55	4230 710 6053	BLADE SE	STIHL	EA	$ 81.58
56	4238 140 4404	FILTER	STIHL	EA	$ 19.06
57	4241 120 1800	AIR FILT	STIHL	EA	$ 3.03
58	4241 140 4400	AIR FILT	STIHL	EA	$ 9.64
59	4241 140 4403	AIR FILT	STIHL	EA	$ 9.64
60	4282 007 1010	GASKET S	STIHL	EA	$ 9.02
61	4282 007 3600	SET OF P.U. BODIES	STIHL	EA	$ 8.17
62	4282 120 0611	CARBURETOR	STIHL	EA	$ 76.89
63	4282 141 0300	AIR FILT	STIHL	EA	$ 10.88
64	A-B1USR7AC	SPARK PL	VARIOUS	EA	$ 4.12
65	A-B1WSR6F	SPARK PL	VARIOUS	EA	$ 2.36
66	AM107423	OIL FILTER	JOHN DEERE	EA	$ 6.73
67	AM125424	OIL FILTER	JOHN DEERE	EA	$ 7.30
68	AUC11003	TOGGLE/ROCKER S	JOHN DEERE	EA	$ 22.92
69	AUC13979	ROTARY SWITCH	JOHN DEERE	EA	$ 41.89
70	AUC15805	ROTARY SWITCH	JOHN DEERE	EA	$ 65.23
71	B1FF100	FUEL FIL	JOHN DEERE	EA	$ 1.86
72	B1USR7AC	SPARK PL	BOSCH	EA	$ 4.12
73	B1WSR6F	SPARK PL	BOSCH	EA	$ 2.36
74	DZ105100	FILTER ELEMENT	JOHN DEERE	EA	$ 43.33
75	FH329910	BLADE	JOHN DEERE	EA	$ 37.12
76	M113621	FILTER	JOHN DEERE	EA	$ 16.67
77	M131802	FILTER ELEMENT	JOHN DEERE	EA	$ 19.80
78	M131803	FILTER ELEMENT	JOHN DEERE	EA	$ 20.86
79	MIA881446	FILTER KIT	JOHN DEERE	EA	$ 37.18
80	RE195491	AIR FILTER	JOHN DEERE	EA	$ 19.47
81	RE197065	FILTER ELEMENT	JOHN DEERE	EA	$ 93.39

Exhibit B - PRICE PROPOSAL CONTRACT# FLT/210911

	Bidder name	Bidder Location
	EFE, Inc	Leesburg, FL

ITEM	PRODUCT NUMBER	DESCRIPTION	MANUFACTURER	UOM	UNIT COST
82	RE198488	AIR FILTER	JOHN DEERE	EA	$ 21.56
83	RE253519	FILTER ELEMENT	JOHN DEERE	EA	$ 41.52
84	RE504836	OIL FILTER	JOHN DEERE	EA	$ 18.06
85	RE551508	FILTER ELEMENT	JOHN DEERE	EA	$ 42.23
86	RE560682	FILTER ELEMENT	JOHN DEERE	EA	$ 40.61
87	SU20768	AIR FILTER	JOHN DEERE	EA	$ 61.44
88	TCA17135	IDLER	JOHN DEERE	EA	$ 40.48
89	TCA19309	TIRE AND RIM AS	JOHN DEERE	EA	$ 152.26
90	TCA20602	IDLER	JOHN DEERE	EA	$ 57.18
91	TCA21027	SWITCH	JOHN DEERE	EA	$ 18.02
92	TCA22740	ROTARY SWITCH	JOHN DEERE	EA	$ 17.47
93	TCA22763	EXTENSION SPRING	JOHN DEERE	EA	$ 25.80
94	TCA24880	SPINDLE	JOHN DEERE	EA	$ 135.64
95	TCU15881	BLADE	JOHN DEERE	EA	$ 17.45
96	TCU18744	WHEEL	JOHN DEERE	EA	$ 12.85
97	TCU19299	AXLE	JOHN DEERE	EA	$ 11.71
98	TCU34299	V-BELT	JOHN DEERE	EA	$ 26.48
99	TCU35604	V-BELT	JOHN DEERE	EA	$ 90.55

HELLOSIGN

Audit Trail

TITLE	FOR REVIEW & SIGNATURES - Agreement to Provide Consignment...
FILE NAME	16484.original
DOCUMENT ID	481cad46b49ec0f4de3a53c16d25a0149a824549
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 03 / 2022** 08:41:18 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), EFE, Inc. (msleeper@efe1963.com), kwhitehead@ocalafl.org (kwhitehead@ocalafl.org) and ajacobs@ocalafl.org (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 05 / 2022** 23:50:23 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.55
SIGNED	**01 / 05 / 2022** 23:52:44 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.55
VIEWED	**01 / 24 / 2022** 10:19:23 UTC-5	Viewed by EFE, Inc. (msleeper@efe1963.com) IP: 209.248.242.130
SIGNED	**01 / 24 / 2022** 10:21:06 UTC-5	Signed by EFE, Inc. (msleeper@efe1963.com) IP: 209.248.242.130

HELLOSIGN

Audit Trail

TITLE	FOR REVIEW & SIGNATURES - Agreement to Provide Consignment...
FILE NAME	16484.original
DOCUMENT ID	481cad46b49ec0f4de3a53c16d25a0149a824549
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

VIEWED	**01 / 25 / 2022** 08:51:49 UTC-5	Viewed by kwhitehead@ocalafl.org (kwhitehead@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 25 / 2022** 08:54:35 UTC-5	Signed by kwhitehead@ocalafl.org (kwhitehead@ocalafl.org) IP: 216.255.240.104
VIEWED	**01 / 25 / 2022** 09:52:24 UTC-5	Viewed by ajacobs@ocalafl.org (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 25 / 2022** 09:54:55 UTC-5	Signed by ajacobs@ocalafl.org (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 25 / 2022** 09:54:55 UTC-5	The document has been completed.

CONTRACT#: OFN/220016

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 **JONATHAN WHANGER**, 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): **924 SE 14TH ST**.

   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
1805 NE 30th Avenue, Bldg 500
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Jonathan Whanger
924 SE 14th St
Ocala, FL 34471 Attn: Jonathan Whanger
Tele: 352-895-9910
E-Mail: whangerjonathan@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 1/6/22.

JONATHAN WHANGER

By: Jonathan Whanger
(Printed Name)

(Title)

CITY OF OCALA

Bill Kauffman
Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

Doc ID: bed5d0cc769d6c20c41939ec87c53092dde22a2

CONTRACT#: OFN/220016

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

924 SE 14TH ST

(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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16621.original
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COMPLETED	**01 / 31 / 2022** 08:38:03 UTC-5	The document has been completed.

CONTRACT#: OFN/220022

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 **AA MACHINE NATIONAL INC**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 26-0735644) ("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): **2334 NE 29TH TER, UNIT A, OCALA**.

   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

AA Machine National INC
2334 NE 29th Ter
Ocala, FL 34470 Attn: Doug Vandergrift
Tele: 52-299-0569
E-Mail: email@aamachinenational.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 01/10/2022.

AA MACHINE NATIONAL INC

By: DOUG VANDERGRIFT
(Printed Name)

OWNER
(Title)

CITY OF OCALA

Bill Kauffman
Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

2334 NE 29TH TER, UNIT A, 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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16631.original
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SIGNED	**01 / 31 / 2022** 08:38:36 UTC-5	Signed by wkauffman@ocalafl.org (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 08:38:36 UTC-5	The document has been completed.

OCALA FIBER NETWORK

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 **ABIGAIL GOLDSMITH**, 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): **1617 SE 12TH 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").

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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.

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   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.

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   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.

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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.

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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

Abigail Goldsmith
1617 SE 12th St
Ocala, FL 34471 Attn: Abby Goldsmith
Tele: 352-414-6388
E-Mail: abbywgoldsmith@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 1/27/22.

ABIGAIL GOLDSMITH

Abigail Goldsmith

By: Abigail Goldsmith
(Printed Name)

homeowner
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: 24 MONTH TERM

1617 SE 12TH ST, 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:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. 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:

vii. 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;
viii. 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
ix. 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):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. 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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16906.original
DOCUMENT ID	42858be9af520837539687097aa6fccd707a8535
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 31 / 2022** 09:18:28 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 31 / 2022** 11:55:04 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 11:55:20 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:19:41 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:19:53 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:19:53 UTC-5	The document has been completed.

CONTRACT#: OFN/220039

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 **CAR MART OF OCALA LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 45-2274501) ("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): **2166 NW 10TH ST**.

   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 **TWO HUNDRED FIFTY AND NO/100 DOLLARS PER MONTH ($250.00/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

Car Mart of Ocala LLC
2166 NW 10th St
Ocala, FL 34475 Attn: Aimee Padgett
Tele: 352-629-0222
E-Mail: aimeeatcarmenscarmart@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.

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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.

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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 01/12/2022.

CAR MART OF OCALA LLC

By: Carmen C Muniz

(Printed Name)

(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/220039

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

24 MONTH TERM

Service Location:

2166 NW 10TH ST

(Commercial Shared Internet - Titanium)

Total Recurring Monthly Rate:

$ 250.00 (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

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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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	CONTRACT OFN-2200...ED 01.12.2022.pdf
DOCUMENT ID	8654745af5416d0b8f49556cd03e3ea3b21eae43
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 18 / 2022** 11:03:54 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 13:39:33 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 13:39:40 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 16:55:04 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 16:55:12 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 16:55:12 UTC-5	The document has been completed.

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 **CAREN BARNES**, 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): **907 NE 44TH 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

Caren Barnes
907 NE 44th Ave
Ocala, FL 34470 Attn: Caren Barnes
Tele: 352-299-3544
E-Mail: carenbarnesrealtor@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 January 12, 2022

CAREN BARNES

Caren Barnes

By: Caren Barnes
(Printed Name)

Realtor
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

907 NE 44TH AVE, OCALA

(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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	CONTRACT OFN-2200...ED 01.12.2022.pdf
DOCUMENT ID	702d99926bb8cae9d8d6313731fb30cb48ebaeaa
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 18 / 2022** 11:05:01 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 13:39:19 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 13:39:28 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 17:00:48 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 17:00:57 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 17:00:57 UTC-5	The document has been completed.

CONTRACT#: OFN/220076

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

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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:

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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): **994 SW 37TH PLACE 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 **ONE HUNDRED THIRTY-NINE AND NO/100 DOLLARS PER MONTH ($139.00/Per Month)**, excluding any applicable fees or taxes.

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   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.

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   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.

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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.

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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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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

Christopher Ulrich
994 SW 37th Place Rd
Ocala, FL 34471 Attn: Christopher Ulrich
Tele: 352-207-0949
E-Mail: chrsulrich@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 1-27-22.

CHRISTOPHER ULRICH

By: Christopher Ulrich
(Printed Name)

Owner
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/220076

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **36 MONTH TERM**

994 SW 37TH PLACE RD, OCALA

(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:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. 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:

vii. 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;
viii. 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
ix. 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):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. 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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16902.original
DOCUMENT ID	831ab73fc126dd051ce862160739283eae46914f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 31 / 2022** 09:41:41 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 31 / 2022** 11:50:13 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 11:54:08 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:20:02 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:20:13 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:20:13 UTC-5	The document has been completed.

CONTRACT#: OFN/220079

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 **CHURCH OF GOD OF PROPHECY OF OCALA, FLORIDA, INC**, a not-for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 59-3079101) ("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): **1307 NE 9TH 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

Church of God of Prophecy of Ocala, Florida, INC
1307 NE 9th Ave
Ocala, FL 34470 Attn: Gwen Fales
Tele: 352-817-6242
E-Mail: cogopocala20@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 1/28/2022.

CHURCH OF GOD OF PROPHECY OF OCALA, FLORIDA, INC

Gwendolyn Fales

By: Gwendolyn Fales
(Printed Name)

Secretary/Treasurer
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

1307 NE 9TH AVE, 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.

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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:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. 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:

vii. 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;
viii. 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
ix. 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):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. 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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -.....
FILE NAME	16926.original
DOCUMENT ID	a4882e245c02bd4bd279b98e5817db860f729e78
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 31 / 2022** 12:08:09 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 31 / 2022** 12:44:42 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 12:44:50 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:17:19 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:17:29 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:17:29 UTC-5	The document has been completed.

CONTRACT#: OFN/220071

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 **DOVE ENTERPRISES CONTRACTING & DESIGN INC.**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 65-0282990) ("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): **943 NW 17TH AVE, OCALA FL 34475**.

   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

Dove Enterprises Contracting & Design INC.
943 NW 17th AVE
Ocala, FL 34475 Attn: Gregory Slocumb
Tele: 352-266-4704
E-Mail: gslocumb@dovebuilding.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 01-27-2022.

DOVE ENTERPRISES CONTRACTING & DESIGN INC.

Gregory N. Slocumb

By: Gregory N. Slocumb
(Printed Name)

Vice President
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/220071

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

943 NW 17TH AVE, 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:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. 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:

vii. 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;
viii. 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
ix. 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):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. 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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16867.original
DOCUMENT ID	47e999505bf8d60b4706b81a253a8c58f72ccb39
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 28 / 2022** 09:46:47 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 31 / 2022** 11:56:35 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 11:56:44 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:18:39 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:18:47 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:18:47 UTC-5	The document has been completed.

CONTRACT#: OFN/220006

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 **GETTEL OCALA INC**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 27-1493774) ("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): **5145 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 **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 **FOUR HUNDRED SIXTY-TWO AND 50/100 DOLLARS PER MONTH ($462.50/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.

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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.

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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.

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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

Gettel Ocala, INC.
5959 E SR 64
Bradenton, FL 34208 Attn: David Kavanaugh
Tele: 727-674-0271
E-Mail: ej@quarterdecktech.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 1/4/22.

GETTEL OCALA INC.

David Kavanagh

By: David Kavanagh
(Printed Name)

IT Director
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **12 MONTH TERM**

5145 SW COLLEGE RD, OCALA

(Dedicated Internet Access -100Mbps)

Total Recurring Monthly Rate:

$ 462.50 (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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16591.original
DOCUMENT ID	721e8fccfbca2c8129ad8e065bec0280fdb47928
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 07 / 2022** 11:41:15 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and wkauffman@ocalafl.org (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 27 / 2022** 20:40:42 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
SIGNED	**01 / 27 / 2022** 20:40:50 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
VIEWED	**01 / 31 / 2022** 08:38:12 UTC-5	Viewed by wkauffman@ocalafl.org (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 08:38:20 UTC-5	Signed by wkauffman@ocalafl.org (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 08:38:20 UTC-5	The document has been completed.

CONTRACT#: OFN/220045

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 **JARED D'AVI**, 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): **1810 SE 34TH LN**.

   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 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
1805 NE 30th Avenue, Bldg 500
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telcom@ocalafl.org

Jared D'Avi
1810 SE 34th LN
Ocala, FL 34471 Attn: Jared D'Avi
Tele: 813-482-4424
E-Mail: emilyplmb@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.

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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 01/15/2022.

JARED D'AVI

By: JARED D'AVI
(Printed Name)

(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/220045

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **36 MONTH TERM**

1810 SE 34TH LN

(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; 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

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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.

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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;
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• 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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HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	CONTRACT OFN-2200...ED 01.15.2022.pdf
DOCUMENT ID	a7ba0331e445a39dd923572c4d3442d1dabc1fd3
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 18 / 2022** 12:46:28 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 13:32:00 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 13:32:20 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 17:03:21 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 17:03:28 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 17:03:28 UTC-5	The document has been completed.

CONTRACT#: OFN/220002

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 **JUSTIN DEHAVEN**, 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): **10758 NE HIGHWAY 314, SILVER SPRINGS**.

   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

Justin DeHaven
10758 NE Highway 314
Silver Springs, FL 34488 Attn: Vivian Fernandez
Tele: 443-996-1934
E-Mail: info@ropeendthings.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 01-04-2022.

JUSTIN DEHAVEN

By: Justin DeHaven
(Printed Name)

(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/220002

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

10758 NE HIGHWAY 314, SILVER SPRINGS

(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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16524.original
DOCUMENT ID	0e3a4013d2ebaecd9ab3a036a598a96bb2a0ae10
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 04 / 2022** 15:11:51 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and wkauffman@ocalafl.org (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 27 / 2022** 20:56:57 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
SIGNED	**01 / 27 / 2022** 20:57:08 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
VIEWED	**01 / 31 / 2022** 08:40:19 UTC-5	Viewed by wkauffman@ocalafl.org (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 08:40:27 UTC-5	Signed by wkauffman@ocalafl.org (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 08:40:27 UTC-5	The document has been completed.

CONTRACT#: OFN/220062

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 **KYLE R. DRAWDY**, 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): **4500 SE 17TH 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 **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 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

Kyle R. Drawdy
4500 SE 17th St
Ocala, FL 34471 Attn: Kyle R. Drawdy
Tele: 352-208-0208
E-Mail: kyle.drawdy@topbuild.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 01/21/2022.

KYLE R. DRAWDY

Kyle R. Drawdy

By: Kyle R. Drawdy
(Printed Name)

Director of Risk Management
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/220062

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **36 MONTH TERM**

4500 SE 17TH ST, OCALA

(Commercial Shared Internet - Silver)

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:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. 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:

vii. 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;
viii. 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
ix. 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):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. 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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16823.original
DOCUMENT ID	dac1b47232ce315e5624114ba21e496b4d47acbf
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 25 / 2022** 09:31:59 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 12:46:51 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 12:47:00 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:13:58 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:14:09 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:14:09 UTC-5	The document has been completed.

CONTRACT#: OFN/220073

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 **MARK DAVID BAINES**, 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): **1748 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 **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

Mark Baines
1748 SE 8th St
Ocala, FL 34471 Attn: Mark Baines
Tele: 352-804-2000
E-Mail: markdbaines@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.

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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 01/27/2022.

MARK DAVID BAINES

Mark Baines

By: Mark Baines
(Printed Name)

LES Florida for School Specialty Inc.
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/220073

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

1748 SE 8TH ST, OCALA

(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

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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.

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OFN will throttle back on their available internet bandwidth for a period of time.

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i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. 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:

vii. 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;
viii. 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
ix. 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):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
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xiii. 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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HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16862.original
DOCUMENT ID	29dddcff604ebf059fa74013a400baac7420a14a
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 28 / 2022** 09:29:01 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 31 / 2022** 11:56:53 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 11:57:00 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:18:20 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:18:30 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:18:30 UTC-5	The document has been completed.

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 **MEDICAL MANAGEMENT OF OCALA, INC.**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 59-2661131) ("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.
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   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): **2120 SW 22ND PL, 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 **TWO HUNDRED FIFTY AND 00/100 DOLLARS PER MONTH ($250/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

Medical Management of Ocala, INC.
2120 SW 20th PL
Ocala, FL 34471 Attn: Will Bald
Tele: 352-732-5042
E-Mail: willbald7@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 1/4/22.

MEDICAL MANAGEMENT OF OCALA, INC.

W. Bald

By: William Bald
(Printed Name)

President
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **12 MONTH TERM**

2120 SW 22ND PL, OCALA

(Commercial Shared Internet - Titanium)

Total Recurring Monthly Rate:

$ 250.00 (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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16519.original
DOCUMENT ID	db814aa818bbbbcdbd6a444dad304d3e9e005493
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 04 / 2022** 14:48:04 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and wkauffman@ocalafl.org (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 27 / 2022** 20:56:01 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
SIGNED	**01 / 27 / 2022** 20:56:30 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
VIEWED	**01 / 31 / 2022** 08:39:37 UTC-5	Viewed by wkauffman@ocalafl.org (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 08:39:47 UTC-5	Signed by wkauffman@ocalafl.org (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 08:39:47 UTC-5	The document has been completed.

CONTRACT#: OFN/220027

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 **MICHAEL PAPPAS**, 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): **545 SW 87TH PL**.

   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
1805 NE 30th Avenue, Bldg 500
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Michael Pappas
545 SW 87th PL
Ocala, FL 34476 Attn: Amy Pappas
Tele: 352-236-4090
E-Mail: spartanairfl@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 Sept 29 2021

MICHAEL PAPPAS

By: Amelia Pappas
(Printed Name)

Homeowner
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

545 SW 87TH PL

(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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	CONTRACT OFN-2200...ED 09.29.2021.pdf
DOCUMENT ID	96f7ff98ae40db426dfd4ed51534621b494c881f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 18 / 2022** 11:12:49 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 13:38:19 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 13:38:27 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 17:02:25 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 17:02:32 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 17:02:32 UTC-5	The document has been completed.

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 **NEW MILLENNIUM REALTY LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 81-4417503) ("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): **44 SE 1ST AVE, STE 201, 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

New Millennium Realty LLC
44 SE 1st Ave, Ste 201
Ocala, FL 34471 Attn: Brian Cox
Tele: 352-812-4111
E-Mail: briancoxnmr@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.

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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.

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Exhibit A- Service Pricing

Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 01/07/2022.

NEW MILLENNIUM REALTY LLC

Brian Louis Cox

By: Brian Louis Cox
(Printed Name)

Broker / Owner
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **12 MONTH TERM**

44 SE 1ST AVE, STE 201, 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

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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.

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OFN will throttle back on their available internet bandwidth for a period of time.

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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.

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HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	CONTRACT OFN-2200...ED 01.07.2022.pdf
DOCUMENT ID	bc221349f54d7fb76aff64ce69f1880651d87e3f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 18 / 2022** 11:22:35 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 13:38:04 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 13:38:12 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 17:02:45 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 17:02:55 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 17:02:55 UTC-5	The document has been completed.

CONTRACT#: OFN/220055

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 **PADDOCK RIDGE ASSISTED LIVING FACILITY, LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 86-1566691) ("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): **4001 SW 33RD 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 **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 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

Paddock Ridge Assisted Living Facility, LLC
4001 SW 33rd Ct
Ocala, FL 34474 Attn: Sarah Gosnell / Debbie Menzenberg
Tele: 941-218-7850
E-Mail: sgosnell@adviniacare.com
dmenzenberg@pointegroupcare.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 1/20/2022.

PADDOCK RIDGE ASSISTED LIVING FACILITY, LLC

debbie menzenberg

By: Debbie Menzenberg, rvpo
(Printed Name)

RVPO
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/220055

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **12 MONTH TERM**

4001 SW 3RD 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)

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:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. 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:

vii. 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;
viii. 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
ix. 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):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. 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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16788.original
DOCUMENT ID	3b61f307ce69ac069f774f28eb0cc175231fb1fc
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 25 / 2022** 14:42:38 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 12:58:13 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 12:58:21 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:13:41 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:13:50 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:13:50 UTC-5	The document has been completed.

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 **RAQUEL N. KAIL**, 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): **2141 SE 39TH 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 **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.

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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

Raquel N. Kail
2141 SE 39th Street
Ocala, FL 34471 Attn: Raquel N. Kail
Tele: 904-637-9414
E-Mail: catuualosventures@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 12/22/21.

RAQUEL N. KAIL

Raquel Kail

By: Raquel Kail
(Printed Name)

Owner
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

2141 SE 39TH STREET

(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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16570.original
DOCUMENT ID	b8c7d0d969d29197ea9e72d7d734a20ba8312efb
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 05 / 2022** 09:52:47 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and wkauffman@ocalafl.org (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 27 / 2022** 20:52:22 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
SIGNED	**01 / 27 / 2022** 20:52:44 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
VIEWED	**01 / 31 / 2022** 08:39:08 UTC-5	Viewed by wkauffman@ocalafl.org (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 08:39:14 UTC-5	Signed by wkauffman@ocalafl.org (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 08:39:14 UTC-5	The document has been completed.

OCALA FIBER NETWORK

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 **ROBERT C. TYSON**, 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): **2313 NE 32ND 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 **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 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

Robert C. Tyson
2313 NE 32nd St
Ocala, FL 34479 Attn: Clay Tyson
Tele: 352-266-6854
E-Mail: alltempocala@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 01 / 31 / 2022.

ROBERT C. TYSON

By: Clay Tyson
(Printed Name)

MGRM
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: 36 MONTH TERM

2313 NE 32ND ST, OCALA

(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.

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HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16888.original
DOCUMENT ID	7975a539a85e231d820c30ed23c77f98eeef60d1
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 28 / 2022** 14:05:46 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 31 / 2022** 11:56:12 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 11:56:26 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:18:57 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:19:06 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:19:06 UTC-5	The document has been completed.

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 **SBA NETWORK SERVICES, LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 65-0911445) ("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): **2530 NE 36TH 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 **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

SBA Network Services, LLC
8051 Congress Ave
Boca Raton, FL 33487 Attn: Anthony Smith
Tele: 561-226-9286
E-Mail: asmith@sbasite.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 01/20/2022.

SBA NETWORK SERVICES, LLC

Robert Gonzalez

By: ROBERTO GONZALEZ
(Printed Name)

Sr. Director of IT Infrastructure
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: 12 MONTH TERM

2530 NE 36TH AVE, 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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16765.original
DOCUMENT ID	268a5042da7ff8a501e5c1eb1312ecb247c0febc
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 25 / 2022** 14:02:37 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 12:46:11 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 12:46:20 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:16:09 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:16:18 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:16:18 UTC-5	The document has been completed.

CONTRACT#: OFN/220056

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 ALCHEMIST BREWS, INC. DBA MUDDY LOTUS TEA**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 47-5612970) ("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): **520 NE 1ST 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 **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 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.

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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.

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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

The Alchemist Brews, INC. DBA Muddy Lotus Tea
520 NE 1st Ave
Ocala, FL 34471 Attn: Kibbie Fulton
Tele: 954-540-2604
E-Mail: muddylotustea@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.

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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.

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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 01/20/2022.

THE ALCHEMIST BREWS, INC. DBA MUDDY LOTUS TEA

By: The Alchemist Brews, INC. K. L. Fulton
(Printed Name)

The Alchemist Brews, INC. K. L. Fulton/President
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/220056

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **12 MONTH TERM**

520 NE 1ST AVE, 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)

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:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. 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:

vii. 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;
viii. 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
ix. 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):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. 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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16783.original
DOCUMENT ID	7d9a573c63014af5920fbbdccc822a1842e16979
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 25 / 2022** 14:22:46 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 12:45:48 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
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SIGNED	**01 / 31 / 2022** 13:16:39 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:16:39 UTC-5	The document has been completed.

CONTRACT#: OFN/220021

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 **WEAR GLOVES, INC.**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 27-3644705) ("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): **104 NE 9TH 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 **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

Wear Gloves, INC.
104 NE 9th St
Ocala, FL 34470 Attn: Wendy Kebrdle
Tele: 352-342-5487
E-Mail: wendy@weargloves.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 01/06/2022.

WEAR GLOVES, INC.

By: Wendy Kebrdle
(Printed Name)

Executive Director
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

104 NE 9TH ST, 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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What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

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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):
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• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
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HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16617.original
DOCUMENT ID	cf8547b3a3b906a51a545b3b7c9cbfa37ac6d89b
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
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Document History

SENT	**01 / 10 / 2022** 14:14:15 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and wkauffman@ocalafl.org (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 27 / 2022** 20:39:01 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
SIGNED	**01 / 27 / 2022** 20:39:54 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
VIEWED	**01 / 31 / 2022** 08:37:31 UTC-5	Viewed by wkauffman@ocalafl.org (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 08:37:39 UTC-5	Signed by wkauffman@ocalafl.org (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 08:37:39 UTC-5	The document has been completed.

CONTRACT#: OFN/220072

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 **WT AVIATION OF FLORIDA, LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 86-2670965) ("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): **1249 SE 11TH 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").

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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.

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   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.

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   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

WT Aviation of Florida, LLC
1249 SE 11th ST
Ocala, FL 34471 Attn: Will Tuck
Tele: 352-427-1912
E-Mail: wtaviationfl@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 01/26/2022.

WT AVIATION OF FLORIDA, LLC

By: William H. Tuck III
(Printed Name)

Manager
(Title)

CITY OF OCALA

Bill Kauffman
Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

1249 SE 11TH ST, 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:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. 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:

vii. 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;
viii. 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
ix. 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):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. 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.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	16858.original
DOCUMENT ID	ab31ad4b680c10fc3a95ce49a119c3e2989a6ddc
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 28 / 2022** 07:50:20 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 31 / 2022** 11:57:15 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 11:57:32 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:18:02 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:18:12 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:18:12 UTC-5	The document has been completed.

SPONSORSHIP AGREEMENT

Find your place

This agreement is made by and between City of Ocala (City) and **Florida Hospital Ocala d/b/a Advent Health Ocala (FEI/EIN: 82-4372339)** (Sponsor).

RECITALS

Sponsor is engaged in the business referred to in Item 3 of the Schedule (Description of Sponsor's Business Activities) and, at the request of the City of Ocala, has agreed to provide the Sponsorship set out in Item 4 of the Schedule (Details of Sponsorship), subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. TERM

The term of the Sponsorship shall be for the period set out in Item 4(e) of the Schedule (Term of the Sponsorship), unless otherwise extended or terminated in accordance with this Agreement.

2. SPONSORSHIP FEE/PRODUCT

2.1 In consideration of the grant of Sponsorship Rights under this Agreement, Sponsor shall pay and/or provide to the City of Ocala, for the term of this Agreement, the Sponsorship Fee and/or product(s) referred to in item 4(c/d) of the schedule (Sponsorship Fee/Product) at the times and in the manner referred to in that item.

2.2 The Sponsorship Fee/Product shall be the entire amount payable or provided to the City under this Agreement.

2.3 The City shall only use the Sponsorship Fee/Product for the sponsored activity referred to in Item 4(a) of the Schedule (Sponsored Activity) in a manner consistent with the reasons referred to in Item 4(b) of the Schedule (Sponsorship Rationale).

3. SPONSORSHIP RIGHTS

3.1 The City grants to the Sponsor the non-exclusive sponsorship rights set out in Item 5 of the Schedule (Rights of Sponsor) for the term of this Agreement.

3.2 All advertising and promotional materials produced, published, broadcast, displayed or exhibited by Sponsor under Item 5 of the Schedule (Rights of Sponsor) shall be subject to approval by the City.

3.3 The City shall, whenever the Sponsored Activity is publicized, acknowledge Sponsor in accordance with the recognition rights specified in Item 6 of the Schedule (Recognition of Sponsor).

4. USE OF SPONSOR'S NAME AND/OR LOGO

All advertising and promotional materials produced, published, broadcast, displayed or exhibited by City in respect of the Sponsored Activity shall acknowledge Sponsor in a manner agreed to by both parties.

5. USE OF THE CITY OF OCALA'S NAME AND/OR LOGO

5.1 All event/program advertising and promotional material produced, published, broadcast, displayed or exhibited by Sponsor in respect of the Sponsored Activity shall acknowledge the City in a manner agreed to by both parties.

5.2 Sponsor shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to the City's name and/or logo in any manner that could imply that the Sponsorship under this Agreement is still in effect.

6. BREACH AND TERMINATION

6.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defrauding party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.

6.2 City of may terminate the Agreement immediately if any of the following events occur:

6.2.1 Sponsor's business operations or the business or activities of any associated company are contrary to any City policy.

6.2.2 City determines that for whatever reason it no longer desires to use the Sponsorship Fee/Product or be associated with Sponsor.

6.3 If this Agreement is terminated, Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee/Product.

6.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

7. NOTICES

7.1 Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the City at the following addresses:

Preston Pooser, Director
City of Ocala, Recreation and Parks
828 NE 8th Avenue
Ocala, Florida 34470

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471

Robert W. Batsel, Jr., Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471

and to Sponsor at the address referred to in Item 2 of the Schedule.

8. AMENDMENTS TO AGREEMENT

Any amendments to this Agreement shall only be valid if the amendment is in writing and signed by both parties.

9. ASSIGNMENT

Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

10. EQUITY OF TREATMENT

Sponsor shall conduct its business in a manner which assures fair, equal and non-discriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sexual orientation, gender, age or national origin.

11. INDEMNIFICATION

Sponsor agrees to indemnify and save harmless, the City of Ocala, its elected officials, employees, agents, volunteers and assigns from and against all liabilities, damages, claims, demands, losses, costs and expenses, including attorneys' fees which may be asserted against City or its elected officials, employees, agents, volunteers and assigns, arising out of or in connection to this agreement. Sponsor's grant of indemnity to City hereby survives expiration of this agreement.

12. MISCELLANEOUS

12.1 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.

12.2 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 Sponsor 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 Sponsor, as City is and shall remain an independent contractor by reason of this Agreement.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

EXECUTED by the parties on 01 / 28 / 2022.

CITY OF OCALA

Preston Pooser

Preston Pooser
Recreation and Parks Director
(Pursuant to City Council Resolution 2015-22)

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

SPONSOR: (AdventHealth Ocala)

By: Natalie McComb

Name: Natalie McComb
(Print or Type)

Title: Marketing Manager, AdventHealth Ocala

By: Joe Johnson

Name: Joe Johnson
(Print or Type)

Title: President & CEO, AdventHealth Ocala

OCALA
Find your place

SCHEDULE

1. NAME OF SPONSOR

Advent Health Ocala

2. ADDRESS OF SPONSOR

1500 SW First Ave Ocala, FL 34471

3. DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES

AdventHealth Ocala, formerly Munroe Regional Medical Center, is a Joint Commission accredited 425-bed acute care hospital serving Ocala, Marion County, and the surrounding area. AdventHealth Ocala offers 24/7 Emergency Care, Diagnostic Testing, Inpatient and Outpatient Surgery, Women's Services including Labor and Delivery, a Level II NICU, Bariatric Weight Loss Surgery, and Inpatient and Outpatient Therapy.

4. DETAILS OF SPONSORSHIP

(a) Sponsored Activity
Hoopz League & Future Stars Basketball Leagues

(b) Sponsorship Rationale
As a healthcare provider, it is recognized that youth sports programs increase physical wellness in participants while also decreasing the likelihood of engaging in harmful social and/or physical behaviors.

(c) Sponsorship Fee
$3,000.00 – Three thousand dollars.

(d) Sponsorship Product/Services
N/A

(e) Term of Sponsorship
1/01/2022 – 12/31/2022

5. RIGHTS OF SPONSOR

The Sponsor is permitted to promote its services during the program seasons for which it has provided sponsorship funds. (Hoopz League and Future Stars Basketball)

6. RECOGNITION OF SPONSOR

The Sponsor's name and logo shall be on team jerseys as well as on hanging banners for the duration of the program seasons. Sponsor shall also be recognized on social media during program advertising and with an e-mail blast to parents during each program season. The Sponsor will also provide a mobile wellness vehicle at least twice during the program season for recognition and provision of services.

• Prominent logo inclusion on the front, back or sleeve of the *Hoopz League/Future Stars* program jerseys for twelve (12) teams. The Sponsor logo may be full color or one-color execution. Sponsor shall supply all necessary logos and logo guidelines. The City shall have the shirts screen printed.

• Opportunity for mention/inclusion of AdventHealth product message in any *Hoopz League/Future Stars* league/parent communication. Sponsor will provide materials and messaging language needed.

• Two (2) banners (approximately 4-foot by 8-foot) to be displayed in the ED Croskey gymnasium during the duration of the *Hoopz League/Future Stars* programs. Sponsor shall supply all banners needed. The City shall pick up banners from Sponsor and install the banners before season begins.

• The City shall provide a minimum of two (2) *Hoopz League/Future Stars* program social media posts during the season where the Sponsor is tagged, and Sponsor artwork included in the posts. Sponsor shall provide all artwork materials needed.

• A minimum of two (2) annual email blasts to all *Hoopz League/Future Stars* program parents, if available. Sponsor shall provide email blast template.

• AdventHealth will need proof of performance photos (12 total *Hoopz League/Future Stars* team photos and 2 signage photos). The AdventHealth logo will need to be clearly identified on the shirts for each team sponsored.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Sponsorship Agreement, Hoops/Future Stars...
FILE NAME	FOR SIGNATURES - ... (REC 211133).pdf
DOCUMENT ID	e9e7d23d9834b46b28704f331fe0e16a88558664
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 26 / 2022** 15:39:33 UTC-5	Sent for signature to Natalie McComb (natalie.mccomb@adventhealth.com), Joe Johnson (joe.johnson@adventhealth.com), Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and Preston Pooser (ppooser@ocalafl.org) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 27 / 2022** 08:50:24 UTC-5	Viewed by Natalie McComb (natalie.mccomb@adventhealth.com) IP: 204.139.85.168
SIGNED	**01 / 27 / 2022** 08:50:59 UTC-5	Signed by Natalie McComb (natalie.mccomb@adventhealth.com) IP: 204.139.85.168
VIEWED	**01 / 27 / 2022** 10:13:14 UTC-5	Viewed by Joe Johnson (joe.johnson@adventhealth.com) IP: 204.139.85.158
SIGNED	**01 / 27 / 2022** 10:59:31 UTC-5	Signed by Joe Johnson (joe.johnson@adventhealth.com) IP: 204.139.85.250

HELLOSIGN

Audit Trail

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FILE NAME	FOR SIGNATURES - ... (REC 211133).pdf
DOCUMENT ID	e9e7d23d9834b46b28704f331fe0e16a88558664
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

VIEWED	**01 / 27 / 2022** 20:24:44 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
SIGNED	**01 / 27 / 2022** 20:26:10 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
VIEWED	**01 / 28 / 2022** 08:05:15 UTC-5	Viewed by Preston Pooser (ppooser@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 28 / 2022** 08:05:34 UTC-5	Signed by Preston Pooser (ppooser@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 28 / 2022** 08:05:34 UTC-5	The document has been completed.

Customer 302

T-HANGAR LEASE AGREEMENT

THIS AGREEMENT is entered into this 1st day of January 2022, between the City of Ocala, a Florida municipal corporation ("City") and Louis S. Ehrenhalt ("Tenant").

A. The City of Ocala owns certain T-Hangars available for lease to private or public owners of aircraft located at the Ocala International Airport.

B. The City of Ocala is willing to lease one of the T-Hangars to Tenant pursuant to this Agreement.

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. **Leased Premises.** The City hereby leases to Tenant, T-Hangar Number 16 the "premises" or the "hangar") located on the Ocala International Airport, as shown in Exhibit "A."

2. **Term of Lease.** The term of this Agreement shall commence on January 1, 2022 and shall continue in effect from month to month unless terminated by either party, with or without cause, at least thirty (30) days before the end of any monthly period.

3. **Rent.**

   3.1. The monthly rent shall be **$262.26** per month, plus applicable sales tax, due in advance on the 1st day of each month commencing January 1, 2022. Rent shall be paid in person or mailed to the City of Ocala, c/o Ocala International Airport, 1770 SW 60th Avenue, Ste 600, Ocala, Florida 34474, or made in any other manner as City may from time to time reasonably direct.

   3.2. If Tenant fails to pay any installment of rent within fifteen (15) days of its due date, Tenant shall pay, along with the rent payment, a late charge of twenty-five dollars ($25.00).

4. **Use of Premises.**

   4.1. The aircraft to be hangared in the premises is described as Aeroprakt N# 304DK

   4.2. The premises to be used only for the storage of aircraft owned or leased by Tenant, and other aviation-related items.

   4.3. The premises to be used only for the storage of aircraft owned or leased by Tenant, and other aviation-related items.

   4.4. Tenant may use a small refrigerator in the premises if the wiring capacity of the premises permits such usage.

   4.5. City may assess an additional charge for extraordinary consumption of utilities by Tenant as shall be determined by City in the exercise of its reasonable discretion.

4.6. Tenant shall not use the premises for any commercial activity. Storage of aircraft used by Tenant in connection with its customary non-aviation business shall not be considered to be a commercial activity. Under no circumstances will the sale of goods or services be operated out of the hangar.

4.7. Aircraft may not be inoperable or under repair for a period in excess of 120 consecutive days unless such condition is caused by circumstances beyond Tenant's control (e.g., inability to obtain parts).

4.8. If Tenant changes the aircraft to be stored in the hangar, Tenant, shall, within ten days thereafter, report the identification and N-number of the new aircraft in writing to the Airport Director at the address shown on this Lease.

4.9. Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by any federal, state, or local government (including City). Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all Federal, State and local laws, ordinances, rules, and regulations protecting the environment. Tenant hereby expressly agrees to indemnify and hold City harmless from, and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Tenant's violation of any applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

4.10. No explosives or combustible materials will be permitted within or about the hangar except for fuel in aircraft tanks or small containers of lubricants, cleaning materials, and other aviation-related materials stored in EPA or local Fire Marshall approved containers or cabinets.

4.11. No refueling of the aircraft is allowed while any part of the aircraft remains inside the hangar.

4.12. Upon a sale or casualty to a Tenant's aircraft, Tenant shall replace the aircraft within 180 days. In the event that Tenant is unable to do so based upon extenuating circumstances beyond Tenant's control, Tenant may request City to extend this time period, which extension may be granted by City in its sole discretion.

4.13. Tenant shall not operate any motor vehicle on the Airport apron, runway system, or Taxiway E system at any time, except that the loading or unloading of aircraft on the FBO apron is permitted. The exclusive means of access to the premises will be through the Sheltair Aviation gate via the T-hangar access road.

4.14. Unless Tenant is in its hangar, Tenant shall park any vehicle belonging to Tenant, or its guests or licensees in the public parking area outside of the fence, or, when Tenant's aircraft is not in the hangar, in the hangar.

4.15. Tenant shall not allow its aircraft engine to be run inside a hangar.

5. **Miscellaneous.**

5.1. The City reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with the rules and regulations contained herein.

5.2. The City shall purchase a hangar lock. One key will be maintained by Tenant. The master key will be maintained by the Airport Director or its authorized representative. The master key will only be used in case of an emergency or for inspections. Under no circumstances will Tenant replace the lock provided by City.

5.3. The City reserves the right at all times to enter the hangar for security, fire, and other lawful purposes (including inspections reasonably appropriate to ensure compliance with the provisions of this Lease). All routine inspections shall be done during normal business hours and in conformity with City's Airport policies (including those requiring two employees to be present during inspections). The City shall leave a notice on the premises following inspections indicating the time and date of the inspection, who was present, and the purpose of the inspection; provided, however, no notice shall be required if: (a) the inspection was a law enforcement purpose; or (b) the City had previously mailed a notice to Tenant, at least a week prior to the inspection, advising Tenant of the week in which the inspection would occur and the purpose of the inspection.

6. **Aircraft Maintenance and Repairs.** The following provisions govern maintenance and repair of aircraft stored in the hangar.

6.1. Repairs of aircraft shall be governed by, and performed in compliance with, Part 43 of the Federal Aviation Administration Regulations (14 C.F.R. Part 43). Terms defined in Part 43 shall have the same meaning in this paragraph.

6.2. Painting, other than minor touch-up painting of aircraft by Tenant, is prohibited in the hangar.

6.3. No maintenance or repairs, other than preventive maintenance, may be performed inside of a hangar.

6.4. Tenant shall be permitted to perform only preventive maintenance on its aircraft.

6.5. Only a holder of a mechanic certificate may perform major repairs or major alterations on an aircraft.

6.6. A holder of a mechanic certificate may perform any maintenance or repairs on its own aircraft. Such work may be performed in a hanger unless: (1) the work constitutes power plant major repairs; or (2) the work being performed in the hangar will require the installation of a fire-suppression system in the hangar and the City has so advised the Tenant.

6.7. A holder of a mechanic certificate may work on aircraft belonging to others only pursuant to the City's Airport Minimum Standards including applicable liability insurance requirements.

6.8. The provisions of subparagraphs 6.3 through 6.7 shall not apply to experimental aircraft construction and maintenance to the extent they are exempt from the provisions of 43 of the Federal Aviation Administration Regulations, but such activities shall be subject to applicable Federal Aviation Administration Regulations (e.g. 14 C.F.R. §65.104).

7. **Maintenance of Premises.**

7.1. City shall maintain the structural integrity of the hanger, including doors, and will provide Tenant with access to water, electricity and normal building maintenance.

7.2. The Tenant shall maintain the interior of the hangar in a neat and orderly condition, and shall keep the hangar floor clean and clear of excess oil, grease, or toxic chemicals.

7.3. The Tenant shall make no structural, electrical, or any other modifications or alterations to the premises, or remove any structures, wiring, plumbing or other facilities, without first submitting to City the plans and specifications for the proposed modifications and obtaining a written approval from City (which approval may be subject to reasonable conditions imposed by City) and without first obtaining all applicable permits from governments with jurisdiction over the activities. All fixtures, alterations, changes and improvements built, constructed or placed on the premises by Tenant shall, at City's option, become the property of City and remain on the premises at the expiration or earlier termination of this Lease, or City may require Tenant to restore the premises, in whole or in part, to its condition prior to such fixtures, alterations, changes or improvements.

7.4. The Tenant shall be responsible for all damages to the premises caused by Tenant or arising from Tenant's use of the premises, except those caused by "acts of God," or those arising from normal wear and tear or from deliberate or negligent acts of City or its employees. If Tenant does not promptly repair any damages for which it is responsible hereunder after notification by City, City may, but shall not be obligated to, make repairs at Tenant's expense which shall become due and payable as part of Tenant's rent on the next monthly billing cycle.

8. **Indemnity and Insurance.**

8.1. Tenant 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 of Tenant, its agents, employees, contractors or invitees on the premises including, without limitation, harm or personal injury to third persons during the term of this Agreement, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

8.2. The City may maintain fire and casualty insurance on the premises for its benefit but such insurance shall not cover any property of Tenant and all proceeds payable thereunder shall be the sole property of City. If the premises are damaged by any casualty not the result of the negligent or deliberate acts of Tenants, its licensees, invitees, and guests, City may terminate this lease or may, at its option, repair the damage. If City elects to repair, rent shall be abated until repairs are completed.

8.3. Tenant shall at its sole cost repair any damage to the premises resulting from negligent or deliberate acts of Tenant, its licensees, invitees, and guests.

8.4. City shall not be responsible for any damage to any property of Tenant (including, without limitation, aircraft) or of others located on the premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, smoke, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place of by dampness or by any other cause of whatsoever nature. City shall not be liable for any latent defect in the premises or in the building of which they form a part. All property of Tenant kept or stored on the premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold City harmless from any and all claims arising out of damage to same, including subrogation claims by Tenant's insurance carriers, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

9. **CONDITION OF PREMISES; NO WARRANTIES.**

9.1. City represents and warrants that the premises comply with applicable building and fire codes in effect at the time of the premises' construction, and that any changes in such codes since such time do not require additional improvements to the premises (except upon a rebuilding or renovation thereof).

9.2. EXCEPT AS SET FORTH IN THE PRECEDING SUBPARAGRAPH;

9.2.1. TENANT ACKNOWLEDGES THAT BY ENTERING INTO POSSESSION OF THE PREMISES, IT SHALL BE DEEMED: TO HAVE INSPECTED THE PREMISES; AND TO HAVE ACCEPTED THE PREMISES "AS IS," "WITH ALL FAULTS" OF ANY NATURE WHATSOEVER; AND

9.2.2. TENANT ACKNOWLEDGES THAT NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY WARRANTY OR REPRESENTATION, OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, INCLUDING, WITHOUT LIMITATION, SOIL CONDITIONS, ENVIRONMENTAL CONDITIONS, BUILDING CONSTRUCTION OR SUITABILITY OF THE PREMISES FOR TENANT'S PURPOSES.

10. **Default.** Tenant shall be deemed to be in default under this lease in the event that:

10.1. Tenant fails to pay any rent as and when due hereunder and fails to cure such default within five (5) business days of written notice from City of such failure;

10.2. Tenant violates, or fails to comply with, any other provision of this lease, and fails to cure such default within five (5) days of written notice from City of such violation or failure. Notwithstanding the foregoing, if Tenant has previously violated a term, condition, or covenant of this Lease, and is provided with notice of and an opportunity to cure such violation, any subsequent violation of the same term, condition, or covenant shall constitute an Event of Default without further notice or opportunity to cure; or

10.3. Tenant uses the premises for any illegal purpose or in connection with any illegal activity.

11. **Remedies.** If any default occurs (including the expiration of any opportunity to cure), 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 Tenant hereunder. Notwithstanding City's termination of the Agreement, Tenant shall remain liable to City for all claims for damages, costs or attorneys' fees arising prior to such termination.

12. **Notices.**

12.1. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, 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 notice complying with the terms of this paragraph:

12.1.1. If to Tenant: At the address or fax number underneath Tenant's signature line.

12.1.2. If to City: City of Ocala, Ocala International Airport, 1770 SW 60th Avenue, Ocala, Florida 34474, fax: 352-861-2227.

12.2. Each such notice shall be deemed delivered:

12.2.1. On the date delivered if by personal delivery;

12.2.2. On the date faxed if by fax; and

12.2.3. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.

12.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

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, and 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. **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. **Assignment.** Tenant shall not assign this Agreement, or sublet the premises, in whole or part, without the prior written consent of City which may be withheld by City in its sole discretion. The parking of aircraft not owned or leased by Tenant shall be deemed a prohibited assignment or sublease.

16. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, permitted assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

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

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

19. **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 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.

20. **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.

21. **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.

22. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of 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. **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.

THEREFORE, the parties have executed this Agreement on the date set forth above.

City of Ocala, a Florida municipal corporation

Matthew Grow

Matthew Grow, Airport Director
(Pursuant to City Council Resolution: 2003-57, adopted on April 8, 2003)

ATTEST:

Angel B. Jacobs

Angel B. Jacobs, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

Tenant

(Sign here)

Louis S. Ehrenhalt

(Print name) (If Tenant is a corporate or other entity, print name of entity, name of person signing, and title of person signing)

3810 Cosmos Way

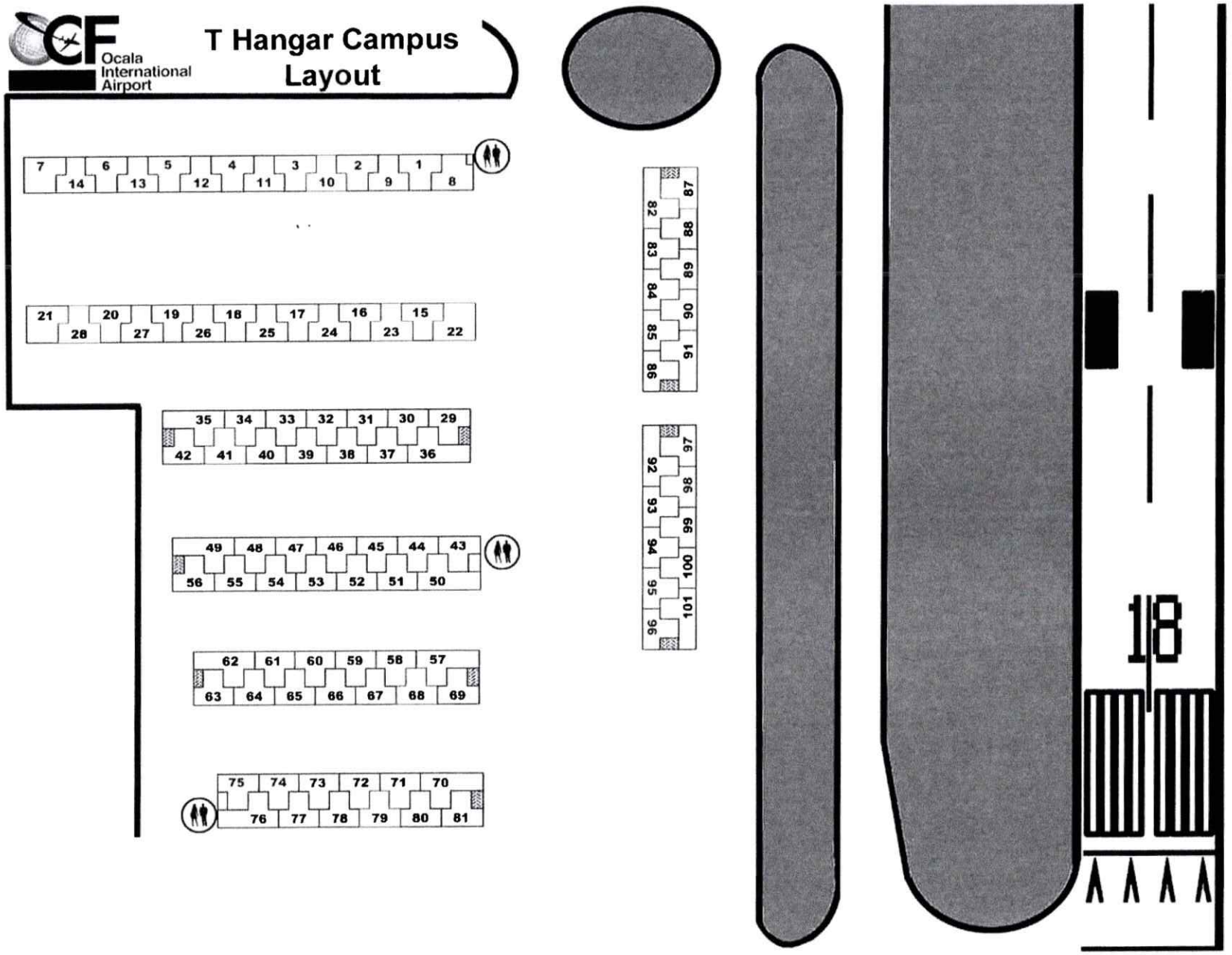
The Villages, FL 32163

Phone: 404-583-9796
E-Mail: loue770@gmail.com

Exhibit "A"

E:\CITY\Airport\Leases\T-Hanger\T-Hanger Lease 7-26-03.doc

Name: Louis S. Ehrenhalt Hangar No.: 16 Aircraft: Aeroprakt N-Number: 304DK



T-16

UNITED STATES OF AMERICA – DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION – MIKE MONRONEY AERONAUTICAL CENTER

OMB Control No. 2120-0042
Collection Expires 03/31/2024

AIRCRAFT REGISTRATION APPLICATION

1) UNITED STATES REGISTRATION NUMBER: N 304DK	4) TYPE OF REGISTRATION (Check one box.)
2) AIRCRAFT MANUFACTURER AND MODEL: Aeroprakt A22 LS	☑ 1. Individual ☐ 2. Partnership ☐ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government ☐ 7. Limited Liability Company (LLC) ☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner
3) AIRCRAFT SERIAL NUMBER: 057	

5) NAME(S) OF APPLICANT(S) [Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.]
Louis S Ehrenhalt

6) TELEPHONE NUMBER: (404) 583-9796

7) MAILING ADDRESS (Permanent mailing address for first applicant on list.)
NUMBER AND STREET: 3810 Cosmos Way
RURAL ROUTE: _____ P.O. BOX _____
CITY: The Villages STATE: Florida ZIP: 32163

8) PHYSICAL ADDRESS/LOCATION IF PO BOX, MAIL DROP OR RURAL ROUTE BOX USED FOR MAILING ADDRESS
NUMBER AND STREET: SAME
DESCRIPTION OF LOCATION: _____
CITY: _____ STATE: _____ ZIP: _____

9) ☐ ***CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS***

10) CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant who is: (MUST CHECK AND/OR COMPLETE a, b, c, or d)

☑ a. A citizen of the United States as defined by 49 USC 40102(a)(15);

☐ b. A resident alien with alien registration (Form 1-551) No. _____

☐ c. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at (provide complete physical address) _____

☐ d. A corporation using a voting trust to qualify. Enter name of trustee _____

(2) If box c or d above is checked, I, the below signed, certify that I am authorized, by the applicant shown above, to sign corporate documents and to seek aircraft registration on behalf of the entity and that I will provide the same authorization if requested;

(3) That the aircraft is not registered under the laws of any foreign country; and

(4) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

ANY AND ALL SIGNATORIES OF THIS APPLICATION MUST READ THE FOLLOWING AND UNDERSTAND THAT, BY APPLYING A SIGNATURE TO THIS DOCUMENT, THEY ARE SUBJECT TO THE REFERENCED STATUTES AND ASSOCIATED PENALTIES.

I/we hereby certify that the information provided in, and in any attachments to, this application for aircraft registration is true, accurate and correct to the best of my/our knowledge and belief. I/we understand that the FAA administrator will rely on the information I/we provide in determining my/our qualification for aircraft registration. I/we understand that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device any material fact(s), statement(s), representation(s) or entry(ies) may be fined up to $500,000 or imprisoned for not more than five (5) years or both (18 U.S.C. §§ 1001 and 3571). I/we understand that to knowingly and willfully: a) falsify or conceal a material fact; or b) use a document knowing it contains a false, fictitious or fraudulent statement/entry; or c) provide any inaccurate, false statement/information can subject me to criminal prosecution (49 U.S.C. § 46306), and the registration of the subject aircraft may be delayed, denied and/or revoked.

NOTE: If executed for co-ownership, all applicants must sign. Use next page and add page(s) if necessary.

11)	SIGNATURE: [signature]	DATE: 1/04/20220
	TYPED/PRINTED NAME: Louis S Ehrenhalt	TITLE: Owner
12)	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:

NOTE: Except when the most recent registration of the subject aircraft is expired or cancelled, 14 CFR 47.31(c) provides for an airworthy U.S. aircraft to be operated for up to 90 days within the United States when a copy of the signed aircraft registration application is carried in the aircraft while awaiting issuance and receipt of the new registration certificate.

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

OMB Control No. 2120-0042
Exp. 03/31/2024

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 70000 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N** 304DK

AIRCRAFT MANUFACTURER & MODEL
Aeroprakt A22 LS

AIRCRAFT SERIAL NO.
057

DOES THIS 4h DAY OF January , 2022 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
Louis S Ehrenhalt
3810 Cosmos Way
The Villages, FL 32163

DEALER CERTIFICATE NUMBER

AND TO Louis S Ehrenhalt EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF:

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Council Aviation Inc		John Council

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

AC Form 8050-2 (04/21)

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - T-Hangar Lease Agreement - Louis S....
FILE NAME	20220118135833.pdf
DOCUMENT ID	69770e4db010f53904c79068fa015c4e4c429e2e
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 20 / 2022** 11:38:40 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Matthew Grow (mgrow@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 12:59:30 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 12:59:40 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:00:02 UTC-5	Viewed by Matthew Grow (mgrow@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:00:32 UTC-5	Signed by Matthew Grow (mgrow@ocalafl.org) IP: 216.255.240.104

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - T-Hangar Lease Agreement - Louis S....
FILE NAME	20220118135833.pdf
DOCUMENT ID	69770e4db010f53904c79068fa015c4e4c429e2e
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

VIEWED	**01 / 31 / 2022** 13:25:54 UTC-5	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:26:06 UTC-5	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:26:06 UTC-5	The document has been completed.

Customer # 3032

T-HANGAR LEASE AGREEMENT

THIS AGREEMENT is entered into this 1st day of February 2022, between the City of Ocala, a Florida municipal corporation ("City") and Mark E. Anders ("Tenant").

A. The City of Ocala owns certain T-Hangars available for lease to private or public owners of aircraft located at the Ocala International Airport.

B. The City of Ocala is willing to lease one of the T-Hangars to Tenant pursuant to this Agreement.

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. **Leased Premises.** The City hereby leases to Tenant, T-Hangar Number 64 the "premises" or the "hangar") located on the Ocala International Airport, as shown in Exhibit "A."

2. **Term of Lease.** The term of this Agreement shall commence on February 1, 2022 and shall continue in effect from month to month unless terminated by either party, with or without cause, at least thirty (30) days before the end of any monthly period.

3. **Rent.**

   3.1. The monthly rent shall be **$262.26** per month, plus applicable sales tax, due in advance on the 1st day of each month commencing February 1, 2022. Rent shall be paid in person or mailed to the City of Ocala, c/o Ocala International Airport, 1770 SW 60th Avenue, Ste 600, Ocala, Florida 34474, or made in any other manner as City may from time to time reasonably direct.

   3.2. If Tenant fails to pay any installment of rent within fifteen (15) days of its due date, Tenant shall pay, along with the rent payment, a late charge of twenty-five dollars ($25.00).

4. **Use of Premises.**

   4.1. The aircraft to be hangared in the premises is described as Cessna N# 7600V

   4.2. The premises to be used only for the storage of aircraft owned or leased by Tenant, and other aviation-related items.

   4.3. The premises to be used only for the storage of aircraft owned or leased by Tenant, and other aviation-related items.

   4.4. Tenant may use a small refrigerator in the premises if the wiring capacity of the premises permits such usage.

   4.5. City may assess an additional charge for extraordinary consumption of utilities by Tenant as shall be determined by City in the exercise of its reasonable discretion.

4.6. Tenant shall not use the premises for any commercial activity. Storage of aircraft used by Tenant in connection with its customary non-aviation business shall not be considered to be a commercial activity. Under no circumstances will the sale of goods or services be operated out of the hangar.

4.7. Aircraft may not be inoperable or under repair for a period in excess of 120 consecutive days unless such condition is caused by circumstances beyond Tenant's control (e.g., inability to obtain parts).

4.8. If Tenant changes the aircraft to be stored in the hangar, Tenant, shall, within ten days thereafter, report the identification and N-number of the new aircraft in writing to the Airport Director at the address shown on this Lease.

4.9. Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by any federal, state, or local government (including City). Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all Federal, State and local laws, ordinances, rules, and regulations protecting the environment. Tenant hereby expressly agrees to indemnify and hold City harmless from, and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Tenant's violation of any applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

4.10. No explosives or combustible materials will be permitted within or about the hangar except for fuel in aircraft tanks or small containers of lubricants, cleaning materials, and other aviation-related materials stored in EPA or local Fire Marshall approved containers or cabinets.

4.11. No refueling of the aircraft is allowed while any part of the aircraft remains inside the hangar.

4.12. Upon a sale or casualty to a Tenant's aircraft, Tenant shall replace the aircraft within 180 days. In the event that Tenant is unable to do so based upon extenuating circumstances beyond Tenant's control, Tenant may request City to extend this time period, which extension may be granted by City in its sole discretion.

4.13. Tenant shall not operate any motor vehicle on the Airport apron, runway system, or Taxiway E system at any time, except that the loading or unloading of aircraft on the FBO apron is permitted. The exclusive means of access to the premises will be through the Sheltair Aviation gate via the T-hangar access road.

4.14. Unless Tenant is in its hangar, Tenant shall park any vehicle belonging to Tenant, or its guests or licensees in the public parking area outside of the fence, or, when Tenant's aircraft is not in the hangar, in the hangar.

4.15. Tenant shall not allow its aircraft engine to be run inside a hangar.

5. **Miscellaneous.**

5.1. The City reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with the rules and regulations contained herein.

5.2. The City shall purchase a hangar lock. One key will be maintained by Tenant. The master key will be maintained by the Airport Director or its authorized representative. The master key will only be used in case of an emergency or for inspections. Under no circumstances will Tenant replace the lock provided by City.

5.3. The City reserves the right at all times to enter the hangar for security, fire, and other lawful purposes (including inspections reasonably appropriate to ensure compliance with the provisions of this Lease). All routine inspections shall be done during normal business hours and in conformity with City's Airport policies (including those requiring two employees to be present during inspections). The City shall leave a notice on the premises following inspections indicating the time and date of the inspection, who was present, and the purpose of the inspection; provided, however, no notice shall be required if: (a) the inspection was a law enforcement purpose; or (b) the City had previously mailed a notice to Tenant, at least a week prior to the inspection, advising Tenant of the week in which the inspection would occur and the purpose of the inspection.

6. **Aircraft Maintenance and Repairs.** The following provisions govern maintenance and repair of aircraft stored in the hangar.

6.1. Repairs of aircraft shall be governed by, and performed in compliance with, Part 43 of the Federal Aviation Administration Regulations (14 C.F.R. Part 43). Terms defined in Part 43 shall have the same meaning in this paragraph.

6.2. Painting, other than minor touch-up painting of aircraft by Tenant, is prohibited in the hangar.

6.3. No maintenance or repairs, other than preventive maintenance, may be performed inside of a hangar.

6.4. Tenant shall be permitted to perform only preventive maintenance on its aircraft.

6.5. Only a holder of a mechanic certificate may perform major repairs or major alterations on an aircraft.

6.6. A holder of a mechanic certificate may perform any maintenance or repairs on its own aircraft. Such work may be performed in a hanger unless: (1) the work constitutes power plant major repairs; or (2) the work being performed in the hangar will require the installation of a fire-suppression system in the hangar and the City has so advised the Tenant.

6.7. A holder of a mechanic certificate may work on aircraft belonging to others only pursuant to the City's Airport Minimum Standards including applicable liability insurance requirements.

6.8. The provisions of subparagraphs 6.3 through 6.7 shall not apply to experimental aircraft construction and maintenance to the extent they are exempt from the provisions of 43 of the Federal Aviation Administration Regulations, but such activities shall be subject to applicable Federal Aviation Administration Regulations (e.g. 14 C.F.R. §65.104).

7. **Maintenance of Premises.**

7.1. City shall maintain the structural integrity of the hanger, including doors, and will provide Tenant with access to water, electricity and normal building maintenance.

7.2. The Tenant shall maintain the interior of the hangar in a neat and orderly condition, and shall keep the hangar floor clean and clear of excess oil, grease, or toxic chemicals.

7.3. The Tenant shall make no structural, electrical, or any other modifications or alterations to the premises, or remove any structures, wiring, plumbing or other facilities, without first submitting to City the plans and specifications for the proposed modifications and obtaining a written approval from City (which approval may be subject to reasonable conditions imposed by City) and without first obtaining all applicable permits from governments with jurisdiction over the activities. All fixtures, alterations, changes and improvements built, constructed or placed on the premises by Tenant shall, at City's option, become the property of City and remain on the premises at the expiration or earlier termination of this Lease, or City may require Tenant to restore the premises, in whole or in part, to its condition prior to such fixtures, alterations, changes or improvements.

7.4. The Tenant shall be responsible for all damages to the premises caused by Tenant or arising from Tenant's use of the premises, except those caused by "acts of God," or those arising from normal wear and tear or from deliberate or negligent acts of City or its employees. If Tenant does not promptly repair any damages for which it is responsible hereunder after notification by City, City may, but shall not be obligated to, make repairs at Tenant's expense which shall become due and payable as part of Tenant's rent on the next monthly billing cycle.

8. **Indemnity and Insurance.**

8.1. Tenant 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 of Tenant, its agents, employees, contractors or invitees on the premises including, without limitation, harm or personal injury to third persons during the term of this Agreement, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

8.2. The City may maintain fire and casualty insurance on the premises for its benefit but such insurance shall not cover any property of Tenant and all proceeds payable thereunder shall be the sole property of City. If the premises are damaged by any casualty not the result of the negligent or deliberate acts of Tenants, its licensees, invitees, and guests, City may terminate this lease or may, at its option, repair the damage. If City elects to repair, rent shall be abated until repairs are completed.

8.3. Tenant shall at its sole cost repair any damage to the premises resulting from negligent or deliberate acts of Tenant, its licensees, invitees, and guests.

8.4. City shall not be responsible for any damage to any property of Tenant (including, without limitation, aircraft) or of others located on the premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, smoke, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place of by dampness or by any other cause of whatsoever nature. City shall not be liable for any latent defect in the premises or in the building of which they form a part. All property of Tenant kept or stored on the premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold City harmless from any and all claims arising out of damage to same, including subrogation claims by Tenant's insurance carriers, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

9. **CONDITION OF PREMISES; NO WARRANTIES.**

9.1. City represents and warrants that the premises comply with applicable building and fire codes in effect at the time of the premises' construction, and that any changes in such codes since such time do not require additional improvements to the premises (except upon a rebuilding or renovation thereof).

9.2. EXCEPT AS SET FORTH IN THE PRECEDING SUBPARAGRAPH;

9.2.1. TENANT ACKNOWLEDGES THAT BY ENTERING INTO POSSESSION OF THE PREMISES, IT SHALL BE DEEMED: TO HAVE INSPECTED THE PREMISES; AND TO HAVE ACCEPTED THE PREMISES "AS IS," "WITH ALL FAULTS" OF ANY NATURE WHATSOEVER; AND

9.2.2. TENANT ACKNOWLEDGES THAT NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY WARRANTY OR REPRESENTATION, OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, INCLUDING, WITHOUT LIMITATION, SOIL CONDITIONS, ENVIRONMENTAL CONDITIONS, BUILDING CONSTRUCTION OR SUITABILITY OF THE PREMISES FOR TENANT'S PURPOSES.

10. **Default.** Tenant shall be deemed to be in default under this lease in the event that:

10.1. Tenant fails to pay any rent as and when due hereunder and fails to cure such default within five (5) business days of written notice from City of such failure;

10.2. Tenant violates, or fails to comply with, any other provision of this lease, and fails to cure such default within five (5) days of written notice from City of such violation or failure. Notwithstanding the foregoing, if Tenant has previously violated a term, condition, or covenant of this Lease, and is provided with notice of and an opportunity to cure such violation, any subsequent violation of the same term, condition, or covenant shall constitute an Event of Default without further notice or opportunity to cure; or

10.3. Tenant uses the premises for any illegal purpose or in connection with any illegal activity.

11. **Remedies.** If any default occurs (including the expiration of any opportunity to cure), 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 Tenant hereunder. Notwithstanding City's termination of the Agreement, Tenant shall remain liable to City for all claims for damages, costs or attorneys' fees arising prior to such termination.

12. **Notices.**

12.1. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, 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 notice complying with the terms of this paragraph:

12.1.1. If to Tenant: At the address or fax number underneath Tenant's signature line.

12.1.2. If to City: City of Ocala, Ocala International Airport, 1770 SW 60th Avenue, Ocala, Florida 34474, fax: 352-861-2227.

12.2. Each such notice shall be deemed delivered:

12.2.1. On the date delivered if by personal delivery;

12.2.2. On the date faxed if by fax; and

12.2.3. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.

12.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

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, and 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. **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. **Assignment.** Tenant shall not assign this Agreement, or sublet the premises, in whole or part, without the prior written consent of City which may be withheld by City in its sole discretion. The parking of aircraft not owned or leased by Tenant shall be deemed a prohibited assignment or sublease.

16. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, permitted assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

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

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

19. **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 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.

20. **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.

21. **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.

22. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of 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. **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.

THEREFORE, the parties have executed this Agreement on the date set forth above.

City of Ocala, a Florida municipal corporation

Matthew Grow

Matthew Grow, Airport Director
(Pursuant to City Council Resolution: 2003-57, adopted on April 8, 2003)

ATTEST:

Angel B. Jacobs

Angel B. Jacobs, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

Tenant

Mark E Anders

(Sign here)

Mark E. Anders, Tenant

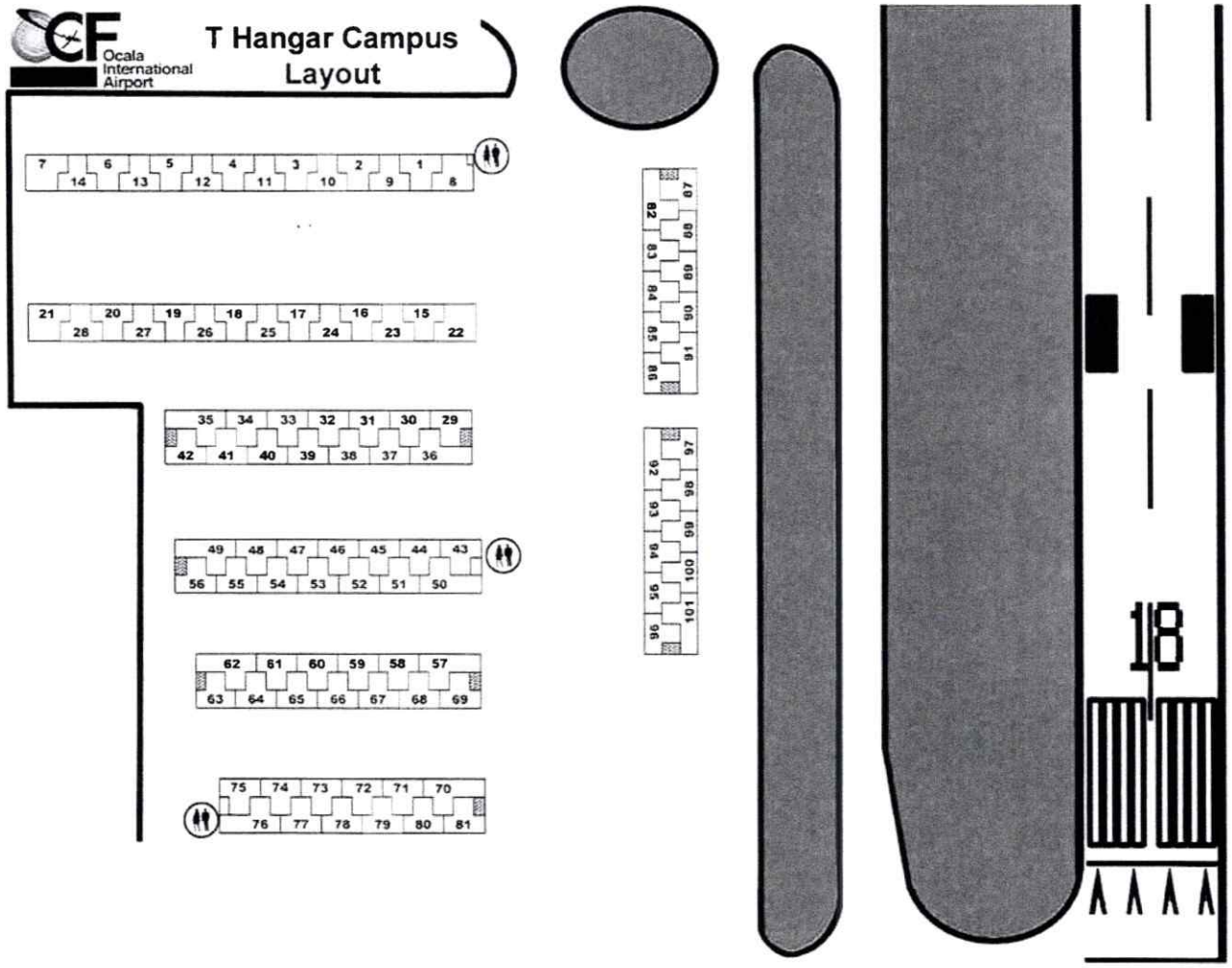
(Print name) (If Tenant is a corporate or other entity, print name of entity, name of person signing, and title of person signing)

5963 Pheil Path
The Villages, FL 32163

Phone: (859) 338-7418
E-Mail: mark@jetflt.com

Exhibit "A"

Name: Mark E. Anders Hangar No.: 64 Aircraft: Cessna N-Number: 7600V



FAA REGISTRY

N-Number Inquiry Results

N-NUMBER ENTERED: 7600V

AIRCRAFT DESCRIPTION

Serial Number	177RG0886	Status	Valid
Manufacturer Name	CESSNA	Certificate Issue Date	11/07/2016
Model	177RG	Expiration Date	11/30/2022
Type Aircraft	Fixed Wing Single-Engine	Type Engine	Reciprocating
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / Oct)	52441764
MFR Year	1976	Mode S Code (Base 16 / Hex)	AA43F4
Type Registration	Co-Owned	Fractional Owner	NO

REGISTERED OWNER

Name	ANDERS MARK E		
Street	223 STIRRUP CIR		
City	NICHOLASVILLE	State	KENTUCKY
County	JESSAMINE	Zip Code	40356-8930
Country	UNITED STATES		

AIRWORTHINESS

Type Certificate Data Sheet	None	Type Certificate Holder	None
Engine Manufacturer	LYCOMING	Classification	Standard
Engine Model	IO-360-A1B6D	Category	Normal
A/W Date	04/13/1976	Exception Code	No

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at http://aircraft.faa.gov/e.gov/ND/

OTHER OWNER NAMES

Name	ANDERS MARK E	Serial Number	177RG0886
Manufacturer Name	CESSNA	Model	177RG
Name	ANDERS SANDRA T	Serial Number	177RG0886
Manufacturer Name	CESSNA	Model	177RG

TEMPORARY CERTIFICATES

None

FUEL MODIFICATIONS

None

DEREGISTERED AIRCRAFT

None

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - T-Hangar Lease Agreement - Mark E. Anders...
FILE NAME	20220126100450.pdf
DOCUMENT ID	ff806dde3a3bcc3da80d04c39603e65f14d14581
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 26 / 2022** 14:45:34 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Matthew Grow (mgrow@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 67.233.189.146
VIEWED	**01 / 31 / 2022** 11:57:40 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 11:58:17 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 12:16:57 UTC-5	Viewed by Matthew Grow (mgrow@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 12:17:58 UTC-5	Signed by Matthew Grow (mgrow@ocalafl.org) IP: 216.255.240.104

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - T-Hangar Lease Agreement - Mark E. Anders...
FILE NAME	20220126100450.pdf
DOCUMENT ID	ff806dde3a3bcc3da80d04c39603e65f14d14581
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

VIEWED	**01 / 31 / 2022** 13:24:47 UTC-5	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:25:43 UTC-5	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:25:43 UTC-5	The document has been completed.

Customer 2976

T-HANGAR LEASE AGREEMENT

THIS AGREEMENT is entered into this 1st day of January 2022, between the City of Ocala, a Florida municipal corporation ("City") and N276MH, LLC ("Tenant") with principal address at: 3315 SW 13th Street, Ocala, FL 34474.

A. The City of Ocala owns certain T-Hangars available for lease to private or public owners of aircraft located at the Ocala International Airport.

B. The City of Ocala is willing to lease one of the T-Hangars to Tenant pursuant to this Agreement.

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. **Leased Premises.** The City hereby leases to Tenant, T-Hangar Number 7 the "premises" or the "hangar") located on the Ocala International Airport, as shown in Exhibit "A."

2. **Term of Lease.** The term of this Agreement shall commence on January 1, 2022 and shall continue in effect from month to month unless terminated by either party, with or without cause, at least thirty (30) days before the end of any monthly period.

3. **Rent.**

   3.1. The monthly rent shall be **$327.82** per month, plus applicable sales tax, due in advance on the 1st day of each month commencing January 1, 2022. Rent shall be paid in person or mailed to the City of Ocala, c/o Ocala International Airport, 1770 SW 60th Avenue, Ste 600, Ocala, Florida 34474, or made in any other manner as City may from time to time reasonably direct.

   3.2. If Tenant fails to pay any installment of rent within fifteen (15) days of its due date, Tenant shall pay, along with the rent payment, a late charge of twenty-five dollars ($25.00).

4. **Use of Premises.**

   4.1. The aircraft to be hangared in the premises is described as Socata N# 276MH

   4.2. The premises to be used only for the storage of aircraft owned or leased by Tenant, and other aviation-related items.

   4.3. The premises to be used only for the storage of aircraft owned or leased by Tenant, and other aviation-related items.

   4.4. Tenant may use a small refrigerator in the premises if the wiring capacity of the premises permits such usage.

   4.5. City may assess an additional charge for extraordinary consumption of utilities by Tenant as shall be determined by City in the exercise of its reasonable discretion.

4.6. Tenant shall not use the premises for any commercial activity. Storage of aircraft used by Tenant in connection with its customary non-aviation business shall not be considered to be a commercial activity. Under no circumstances will the sale of goods or services be operated out of the hangar.

4.7. Aircraft may not be inoperable or under repair for a period in excess of 120 consecutive days unless such condition is caused by circumstances beyond Tenant's control (e.g., inability to obtain parts).

4.8. If Tenant changes the aircraft to be stored in the hangar, Tenant, shall, within ten days thereafter, report the identification and N-number of the new aircraft in writing to the Airport Director at the address shown on this Lease.

4.9. Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by any federal, state, or local government (including City). Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all Federal, State and local laws, ordinances, rules, and regulations protecting the environment. Tenant hereby expressly agrees to indemnify and hold City harmless from, and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Tenant's violation of any applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

4.10. No explosives or combustible materials will be permitted within or about the hangar except for fuel in aircraft tanks or small containers of lubricants, cleaning materials, and other aviation-related materials stored in EPA or local Fire Marshall approved containers or cabinets.

4.11. No refueling of the aircraft is allowed while any part of the aircraft remains inside the hangar.

4.12. Upon a sale or casualty to a Tenant's aircraft, Tenant shall replace the aircraft within 180 days. In the event that Tenant is unable to do so based upon extenuating circumstances beyond Tenant's control, Tenant may request City to extend this time period, which extension may be granted by City in its sole discretion.

4.13. Tenant shall not operate any motor vehicle on the Airport apron, runway system, or Taxiway E system at any time, except that the loading or unloading of aircraft on the FBO apron is permitted. The exclusive means of access to the premises will be through the Sheltair Aviation gate via the T-hangar access road.

4.14. Unless Tenant is in its hangar, Tenant shall park any vehicle belonging to Tenant, or its guests or licensees in the public parking area outside of the fence, or, when Tenant's aircraft is not in the hangar, in the hangar.

4.15. Tenant shall not allow its aircraft engine to be run inside a hangar.

5. **Miscellaneous.**

5.1. The City reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with the rules and regulations contained herein.

5.2. The City shall purchase a hangar lock. One key will be maintained by Tenant. The master key will be maintained by the Airport Director or its authorized representative. The master key will only be used in case of an emergency or for inspections. Under no circumstances will Tenant replace the lock provided by City.

5.3. The City reserves the right at all times to enter the hangar for security, fire, and other lawful purposes (including inspections reasonably appropriate to ensure compliance with the provisions of this Lease). All routine inspections shall be done during normal business hours and in conformity with City's Airport policies (including those requiring two employees to be present during inspections). The City shall leave a notice on the premises following inspections indicating the time and date of the inspection, who was present, and the purpose of the inspection; provided, however, no notice shall be required if: (a) the inspection was a law enforcement purpose; or (b) the City had previously mailed a notice to Tenant, at least a week prior to the inspection, advising Tenant of the week in which the inspection would occur and the purpose of the inspection.

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6.2. Painting, other than minor touch-up painting of aircraft by Tenant, is prohibited in the hangar.

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6.8. The provisions of subparagraphs 6.3 through 6.7 shall not apply to experimental aircraft construction and maintenance to the extent they are exempt from the provisions of 43 of the Federal Aviation Administration Regulations, but such activities shall be subject to applicable Federal Aviation Administration Regulations (e.g. 14 C.F.R. §65.104).

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7.1. City shall maintain the structural integrity of the hanger, including doors, and will provide Tenant with access to water, electricity and normal building maintenance.

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7.3. The Tenant shall make no structural, electrical, or any other modifications or alterations to the premises, or remove any structures, wiring, plumbing or other facilities, without first submitting to City the plans and specifications for the proposed modifications and obtaining a written approval from City (which approval may be subject to reasonable conditions imposed by City) and without first obtaining all applicable permits from governments with jurisdiction over the activities. All fixtures, alterations, changes and improvements built, constructed or placed on the premises by Tenant shall, at City's option, become the property of City and remain on the premises at the expiration or earlier termination of this Lease, or City may require Tenant to restore the premises, in whole or in part, to its condition prior to such fixtures, alterations, changes or improvements.

7.4. The Tenant shall be responsible for all damages to the premises caused by Tenant or arising from Tenant's use of the premises, except those caused by "acts of God," or those arising from normal wear and tear or from deliberate or negligent acts of City or its employees. If Tenant does not promptly repair any damages for which it is responsible hereunder after notification by City, City may, but shall not be obligated to, make repairs at Tenant's expense which shall become due and payable as part of Tenant's rent on the next monthly billing cycle.

8. **Indemnity and Insurance.**

8.1. Tenant 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 of Tenant, its agents, employees, contractors or invitees on the premises including, without limitation, harm or personal injury to third persons during the term of this Agreement, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

8.2. The City may maintain fire and casualty insurance on the premises for its benefit but such insurance shall not cover any property of Tenant and all proceeds payable thereunder shall be the sole property of City. If the premises are damaged by any casualty not the result of the negligent or deliberate acts of Tenants, its licensees, invitees, and guests, City may terminate this lease or may, at its option, repair the damage. If City elects to repair, rent shall be abated until repairs are completed.

8.3. Tenant shall at its sole cost repair any damage to the premises resulting from negligent or deliberate acts of Tenant, its licensees, invitees, and guests.

8.4. City shall not be responsible for any damage to any property of Tenant (including, without limitation, aircraft) or of others located on the premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, smoke, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place of by dampness or by any other cause of whatsoever nature. City shall not be liable for any latent defect in the premises or in the building of which they form a part. All property of Tenant kept or stored on the premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold City harmless from any and all claims arising out of damage to same, including subrogation claims by Tenant's insurance carriers, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

9. **CONDITION OF PREMISES; NO WARRANTIES.**

9.1. City represents and warrants that the premises comply with applicable building and fire codes in effect at the time of the premises' construction, and that any changes in such codes since such time do not require additional improvements to the premises (except upon a rebuilding or renovation thereof).

9.2. EXCEPT AS SET FORTH IN THE PRECEDING SUBPARAGRAPH;

9.2.1. TENANT ACKNOWLEDGES THAT BY ENTERING INTO POSSESSION OF THE PREMISES, IT SHALL BE DEEMED: TO HAVE INSPECTED THE PREMISES; AND TO HAVE ACCEPTED THE PREMISES "AS IS," "WITH ALL FAULTS" OF ANY NATURE WHATSOEVER; AND

9.2.2. TENANT ACKNOWLEDGES THAT NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY WARRANTY OR REPRESENTATION, OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, INCLUDING, WITHOUT LIMITATION, SOIL CONDITIONS, ENVIRONMENTAL CONDITIONS, BUILDING CONSTRUCTION OR SUITABILITY OF THE PREMISES FOR TENANT'S PURPOSES.

10. **Default.** Tenant shall be deemed to be in default under this lease in the event that:

10.1. Tenant fails to pay any rent as and when due hereunder and fails to cure such default within five (5) business days of written notice from City of such failure;

10.2. Tenant violates, or fails to comply with, any other provision of this lease, and fails to cure such default within five (5) days of written notice from City of such violation or failure. Notwithstanding the foregoing, if Tenant has previously violated a term, condition, or covenant of this Lease, and is provided with notice of and an opportunity to cure such violation, any subsequent violation of the same term, condition, or covenant shall constitute an Event of Default without further notice or opportunity to cure; or

10.3. Tenant uses the premises for any illegal purpose or in connection with any illegal activity.

11. **Remedies.** If any default occurs (including the expiration of any opportunity to cure), 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 Tenant hereunder. Notwithstanding City's termination of the Agreement, Tenant shall remain liable to City for all claims for damages, costs or attorneys' fees arising prior to such termination.

12. **Notices.**

12.1. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, 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 notice complying with the terms of this paragraph:

12.1.1. If to Tenant: At the address or fax number underneath Tenant's signature line.

12.1.2. If to City: City of Ocala, Ocala International Airport, 1770 SW 60th Avenue, Ocala, Florida 34474, fax: 352-861-2227.

12.2. Each such notice shall be deemed delivered:

12.2.1. On the date delivered if by personal delivery;

12.2.2. On the date faxed if by fax; and

12.2.3. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.

12.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

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, and 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. **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. **Assignment.** Tenant shall not assign this Agreement, or sublet the premises, in whole or part, without the prior written consent of City which may be withheld by City in its sole discretion. The parking of aircraft not owned or leased by Tenant shall be deemed a prohibited assignment or sublease.

16. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, permitted assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

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

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

19. **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 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.

20. **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.

21. **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.

22. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of 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. **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.

THEREFORE, the parties have executed this Agreement on the date set forth above.

City of Ocala, a Florida municipal corporation

Matthew Grow

Matthew Grow, Airport Director
(Pursuant to City Council Resolution: 2003-__57__, adopted on __April 8,____, 2003)

ATTEST:

Angel B. Jacobs

Angel B. Jacobs, City Clerk

APPROVED AS TO FORM AND LEGALITY:

/s/Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

Tenant

(Sign here)

N276MH, LLC
Michael Opitz, Registered Agent

(Print name) (If Tenant is a corporate or other entity, print name of entity, name of person signing, and title of person signing)

3316 SW 13th Street
Ocala, FL 34474

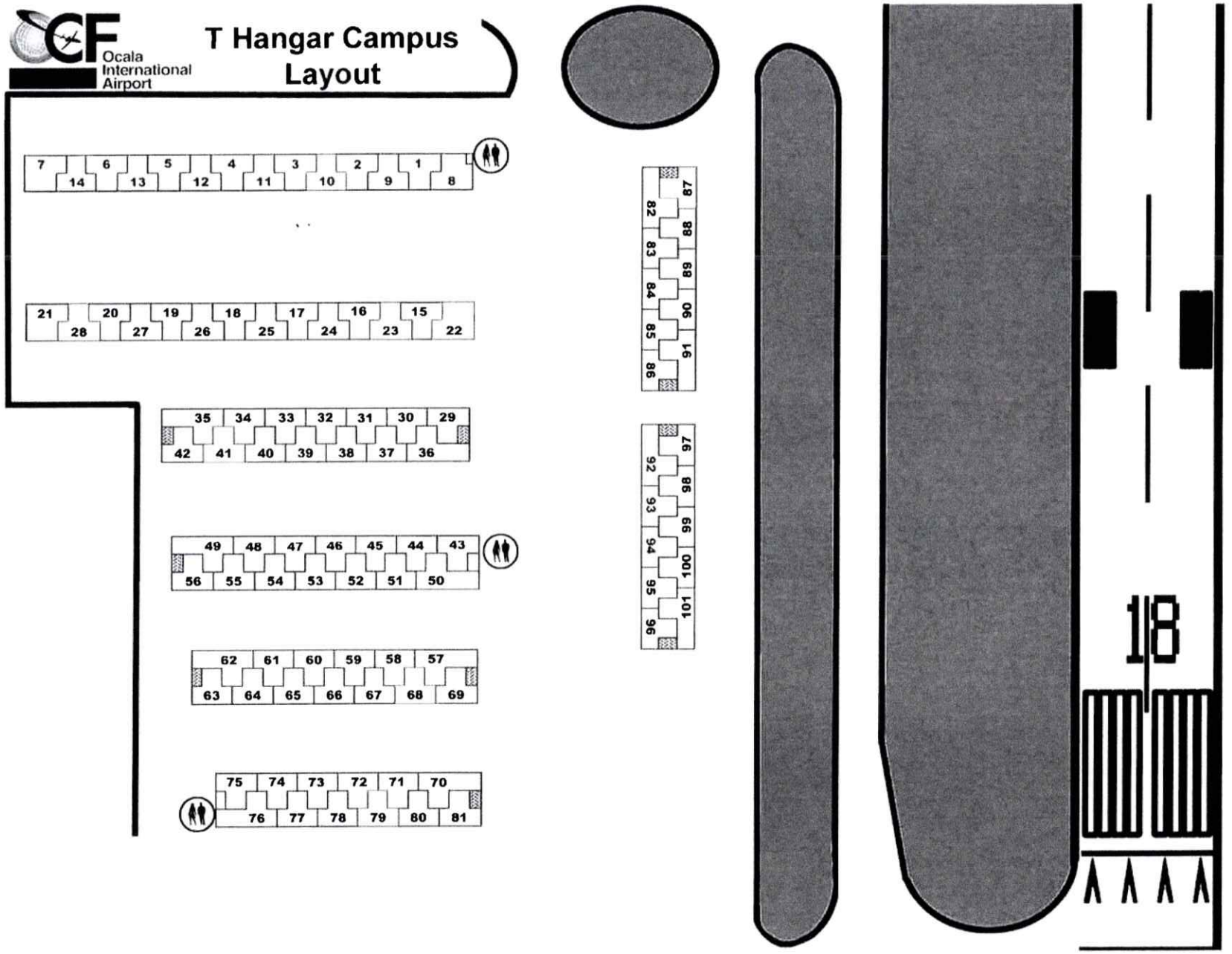
Phone: 352-2076283
E-Mail: mike363647@aol.com

3315 SW 13th Street
Suite 105
Ocala, FL 34474

Exhibit "A"

E:\CITY\Airport\Leases\T-Hanger\T-Hanger Lease 7-26-03.doc

Name: N276MH Hangar No.: 7 Aircraft: Socata N-Number: 276MH



FAA REGISTRY

N-Number Inquiry Results

N-NUMBER ENTERED: 276MH

AIRCRAFT DESCRIPTION

Serial Number	2047	Status	Valid
Manufacturer Name	SOCATA	Certificate Issue Date	06/26/2021
Model	TB200	Expiration Date	06/30/2024
Type Aircraft	Fixed Wing Single-Engine	Type Engine	Reciprocating
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / Oct)	50536741
MFR Year	2000	Mode S Code (Base 16 / Hex)	A2BDE1
Type Registration	LLC	Fractional Owner	NO

REGISTERED OWNER

Name	N276MH LLC		
Street	3315 SW 13 AVE STE 105		
City	OCALA	State	FLORIDA
County	MARION	Zip Code	34474
Country	UNITED STATES		

AIRWORTHINESS

Type Certificate Data Sheet	None	Type Certificate Holder	None
Engine Manufacturer	LYCOMING	Classification	Standard
Engine Model	IO-360-A1B6	Category	Normal
A/W Date	08/15/2012	Exception Code	No

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at http://aircraft.faa.gov/e.gov/ND/

OTHER OWNER NAMES

None

TEMPORARY CERTIFICATES

None

FUEL MODIFICATIONS

None

DEREGISTERED AIRCRAFT

None

Detail by Entity Name

Florida Limited Liability Company
N276MH LLC

Filing Information

Document Number	L21000134290
FEI/EIN Number	NONE
Date Filed	03/22/2021
Effective Date	03/23/2021
State	FL
Status	ACTIVE

Principal Address

3315 SW 13TH STREET
STE 105
OCALA, FL 34474

Mailing Address

3315 SW 13TH STREET
STE 105
OCALA, FL 34474

Registered Agent Name & Address

PRECISION EQUIPMENT INC
3315 SW 13TH STREET
STE 105
OCALA, FL 34474

Authorized Person(s) Detail

NONE

Annual Reports

No Annual Reports Filed

Document Images

03/22/2021 -- Florida Limited Liability View image in PDF format

Electronic Articles of Organization For Florida Limited Liability Company

L21000134290
FILED 8:00 AM
March 22, 2021
Sec. Of State
jafason

Article I

The name of the Limited Liability Company is:

N276MH LLC

Article II

The street address of the principal office of the Limited Liability Company is:

3315 SW 13TH STREET
STE 105
OCALA, FL. US 34474

The mailing address of the Limited Liability Company is:

3315 SW 13TH STREET
STE 105
OCALA, FL. US 34474

Article III

The name and Florida street address of the registered agent is:

PRECISION EQUIPMENT INC
3315 SW 13TH STREET
STE 105
OCALA, FL. 34474

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MICHAEL OPITZ

Article IV

The effective date for this Limited Liability Company shall be:

03/23/2021

Signature of member or an authorized representative

Electronic Signature: MICHAEL OPITZ

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - T-Hangar Lease Agreement - N276MH, LLC...
FILE NAME	20220110090330.pdf
DOCUMENT ID	13afdfb6286773b1484f46431dce90dc77ca47e6
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 10 / 2022** 11:55:35 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Matthew Grow (mgrow@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 10 / 2022** 12:53:04 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.55
SIGNED	**01 / 10 / 2022** 12:54:53 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.55
VIEWED	**01 / 27 / 2022** 10:23:59 UTC-5	Viewed by Matthew Grow (mgrow@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 27 / 2022** 10:25:02 UTC-5	Signed by Matthew Grow (mgrow@ocalafl.org) IP: 216.255.240.104

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - T-Hangar Lease Agreement - N276MH, LLC...
FILE NAME	20220110090330.pdf
DOCUMENT ID	13afdfb6286773b1484f46431dce90dc77ca47e6
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

VIEWED	**01 / 27 / 2022** 10:32:07 UTC-5	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 27 / 2022** 10:32:18 UTC-5	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 27 / 2022** 10:32:18 UTC-5	The document has been completed.

AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 2511 NE 20TH AVENUE

THIS AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 2511 NE 20TH AVENUE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **COLBERT CONSTRUCTION, INC.,** a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 20-3418975) ("Contractor").

WHEREAS, on November 15, 2021, City issued a Request for Quotation ("RFQ") for the demolition and removal of a structure at 2511 NE 20th Avenue, Ocala, Florida RFQ No.: GRM/211051 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Contractor was chosen as the intended awardee to provide the services for the demolition and removal of structure at 2511 NE 20th Avenue, Ocala, Florida (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required current and active Asbestos Supervisor licensure; 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:

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; and (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes.

   If there is a conflict between the terms of this Agreement and the other Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
      - Exhibit A: Scope of Work (A-1 through A-4)
      - Exhibit B: Photos of Structure (B-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit**

A - Scope of Work and the Solicitation Documents. **Upon contract execution, salvage rights belong to the Contractor. Salvage by the Contractor is not allowed prior to the issuance of the City's Notice to Proceed.** In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a lump sum amount of **EIGHT THOUSAND, SIX HUNDRED NINETY-SEVEN AND NO/100 DOLLARS ($8,697)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work.
   A. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Growth Management Department Code Enforcement Division**, Attn: **Jeff Ball, 201 SE 3rd Street, Second Floor, Ocala, Florida 34471**, E-Mail: **jball@ocalafl.org**. Weight tickets from a certified landfill must be included with all invoices submitted by Contractor.
   B. **Progress Report and Progress Schedule**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the Percent of Services Completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
   C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
   D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within thirty (30) calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
   E. **Excess Funds**. If due to mistake, or any other reason, Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within thirty (30) days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

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

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

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

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

C. **All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within THIRTY (30) days of the start date indicated on the Notice to Proceed.**

D. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **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.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the Project Manager.
   A. 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 Contractor in its bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the Project Manager's review of 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) any other remedy as provided by law.

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 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.

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

11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
12. **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.
13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:
    A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    D. Contractor has is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    F. Contractor represents that neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public

entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall ensure that a Florida licensed asbestos supervisor with current asbestos supervisor training is on site during all operations of the Contractor under this Agreement and ensure all workers performing tasks within a regulated area hold Florida asbestos work licenses and have undergone appropriate asbestos training as required by law.
    C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
    D. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    E. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work, and be responsible for all costs associated with same.
    F. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
    G. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
    H. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive

arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **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.
17. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
18. **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.
19. **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.
20. **POLLUTION LIABILITY INSURANCE**. If not otherwise included in Contractor's Commercial General Liability Insurance coverage, Contractor shall procure and maintain, for a period of **THREE (3)** years after final completion of the Work under this Agreement, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit. This shall include coverage

for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims.

21. **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. Contractor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

22. **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's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Contractor is responsible for the amount of any deductible or self-insured retention.

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 for General Liability, and Business Automobile Liability insurance. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department, 3rd Floor, 110 SE Watula Ave., 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.

23. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

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

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

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

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

24. **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 the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

25. **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.

26. **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.

27. **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.

28. **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.

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

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

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.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**. 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 email. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Colbert Construction, Inc. Attention: Craig Colbert 10205 SE 141st Avenue Rd. Ocklawaha, Florida 32179 Phone: 352-342-7743 E-mail: colbertconstructioninc@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. 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

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on 01 / 31 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CITY OF OCALA

Peter A. Lee

Peter Lee
Assistant City Manager

COLBERT CONSTRUCTION, INC.

By: Craig Colbert
(Printed Name)

Title: president
(Vice President or higher)

BACKGROUND

1. Contractor shall demolish and remove a **single-family house**, overgrowth, structural debris, structure contents, all improvements, junk and a derelict vehicle located at **2511 NE 20th Avenue, Ocala, FL 34470**.
2. Contractor shall provide all labor and equipment to complete this project.
3. Photographs of the structure are attached as **Exhibit B – Photos of Structure**.
4. *This is a priority demolition. Notice of Demolition must be sent to FDEP and City of Ocala permit applied for within **two (2) business days** after issuance of NTP. Work must begin within **fifteen (15) business days** after issuance of NTP and must be completed and ready for final payment within **thirty (30) days** of the City-issued Notice to Proceed (NTP).*

LICENSING REQUIREMENT

1. **Licensing Requirement:** Contractors must submit proof that they possess a current, active Asbestos Supervisor license. The City of Ocala and NESHAP requires an asbestos-trained person be on site. Federal 40 CFR 61.145(c)(8) states in part, "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person trained in the provisions of this regulation and the means of complying with them is present." DEP requires this "trained person" to be on site when non-friable ACM is present, or is discovered, so problems can be caught early and corrected without delay. ***NOTE: An Asbestos Survey report is not required for this demolition.***

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.
4. **Pollution Liability:** Contractor shall purchase and maintain in force for the duration of the contract insurance for pollution legal liability applicable to bodily injury; property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.
   A. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos.
   B. Contractor is required to provide coverage for up to three (3) years after the completion of the demolition.

PERMIT REQUIREMENTS

1. **City of Ocala Demolition Permit:**
   A. Contractor must obtain a City of Ocala demolition permit.
   B. If Contractor isn't already "certified" with the City of Ocala, Contractor must complete the Contractor Certification Application prior to applying for a City Demolition Permit.

C. The application for demolition permit is available at: https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits

D. It is the responsibility of the Contractor to obtain the approval signatures of the appropriate representatives of the following agencies listed on the City of Ocala Demolition Permit Application: gas, telephone, telecommunication, water and electric utilities, Cox Cable, a licensed exterminator, planning and environmental review from the City of Ocala's Growth Management Department.

2. **Marion County Permits:** In addition to any City required permits, septic tank permits must be obtained from the Marion County Growth Management Services Department, located at 2710 East Silver Springs Boulevard, Ocala, FL 34470. Information regarding septic tank permitting can be obtained by calling the septic permitting office at (352) 438-2417.

3. **Estimated Permit Fees:** The estimated fees and allowance for this project is **$104.** Please include this allowance amount in your lump sum bid amount.

PROJECT SUMMARY

This project consists of the following:

1. Termination of water and sewer connections at the property line (city meter/sewer laterals) prior to beginning demolition work.
2. **Priority demolition*** and removal of a **single-family house**, overgrowth, structural debris, structure contents, all improvements, junk and a derelict vehicle on the property listed above.
3. The ground where the buildings are removed will be leveled, and if on a grade, sodded.
4. Any fuel tanks found must be pumped, disconnected, crushed, and backfilled or pumped and completely removed from the property according to Chapter 62-761 of the Florida Administrative Code.
5. Public sidewalks and driveway aprons must remain intact. Any damage to sidewalks or driveway aprons by the Contractor will be repaired at the Contractor's expense.
6. Any septic tanks will be pumped, crushed and back-filled, according to City requirements, Florida Building and Plumbing codes, and the Marion County Health Department.
7. Any water wells will be capped according to City requirements and Florida Building and Plumbing codes.
8. Underbrush, overgrowth, and all debris must be removed from the property. All trees, except for those that are dead, shall remain.
9. Property shall be graded to final grade, using a box blade.

DEMOLITION TIMEFRAME

1. **Contract Time:** Work must be completed and ready for final payment within **30 days** of the City-issued Notice to Proceed (NTP). *This is a priority demolition. Notice of Demolition must be sent to FDEP and City of Ocala permit applied for within two (2) business days after issuance of NTP. Work must begin within fifteen (15) business days after issuance of 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.

CONTRACTOR RESPONSIBILITIES

1. Scheduling of demolition shall be coordinated through **Jeff Ball,** City of Ocala Code Enforcement, (352) 629-8309, jball@ocalafl.org.
2. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow inspection of all work by authorized personnel.
3. No work shall commence until the contractor has submitted proof of #62-257.900(1) - Notice of Demolition** to FDEP and provide proof of mailing to the City Project Manager.
4. Contractor must wait ten (10) business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date, prior to starting demolition. Acceptable forms of proof are as follows:
    - USPS Certified Mail receipt
    - FedEx tracking receipt
    - Similar mailing methods, where delivery date can be verified.
5. **FDEP form 62-257.900(1) - Notice of Demolition is available at the following link: https://floridadep.gov/sites/default/files/dep62_257_900%281%29.pdf
6. 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.
7. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
8. Contractor shall leave the property at once, without altercation, if advised to leave by law enforcement or a person claiming to be the property owner and/or property owner's representative. Immediately after leaving, contact the City Project Manager and advise them of the situation.
9. Contractor will be responsible for inspector's overtime.
10. Provide on-site sanitary facilities as required by Governing agencies.
11. 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 within forty-eight (48) hours of notification from the City.

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.

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 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.
8. All company shirts and vehicles must have a visible company name/logo.

SUB-CONTRACTORS

1. 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 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. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

INVOICING

1. All original invoices will be sent to: Jeff Ball, Code Enforcement Division, 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471, email: jball@ocalafl.org.
2. Contractor will invoice at least once a month.
3. Weight tickets from a certified landfill must be included with all invoices submitted by Contractor.

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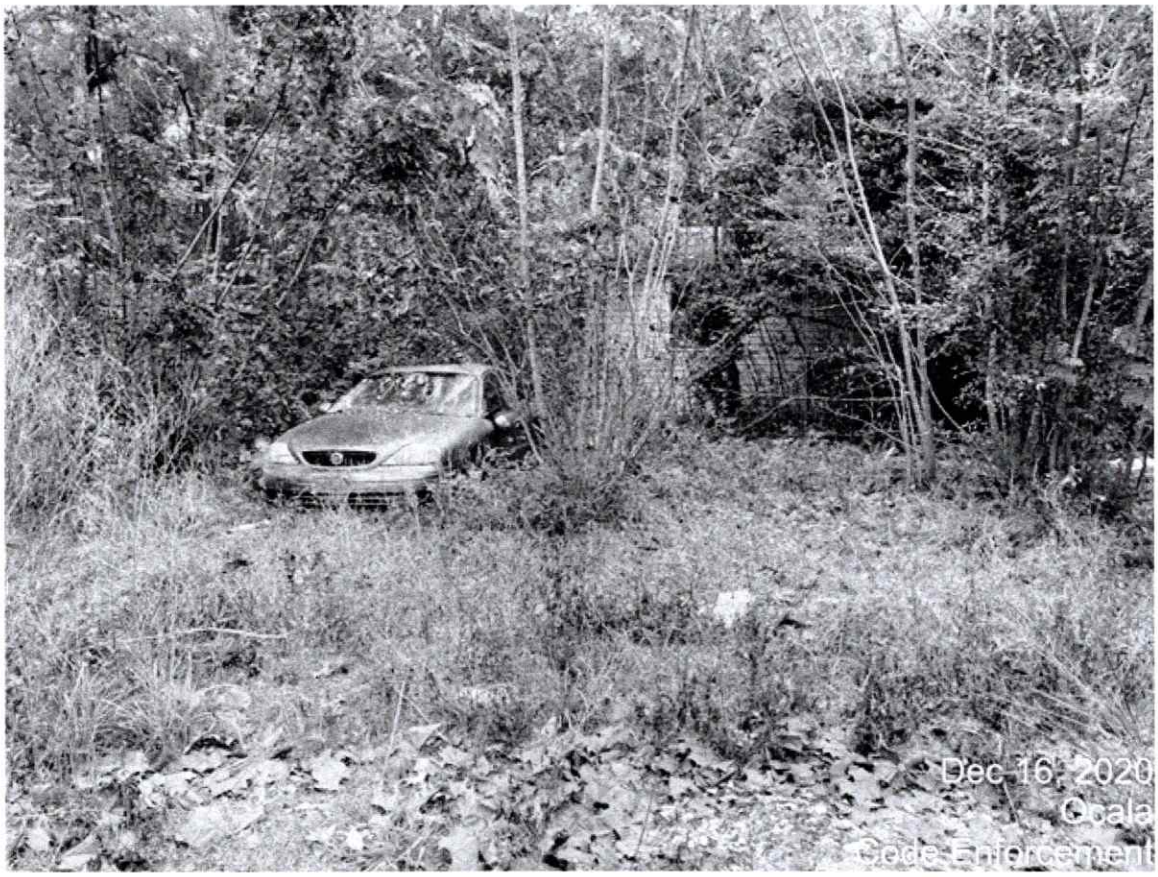
Dec 16, 2020
Ocala
Code Enforcement

HELLOSIGN

Audit Trail

TITLE	For Signature: Demolition - 2511 NE 20th Avenue (GRM/211051)
FILE NAME	For Signature - D... (GRM 211051).pdf
DOCUMENT ID	02c1336f9ec8e730dc86cdc329919b3312424828
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**01 / 27 / 2022** 15:56:34 UTC-5	Sent for signature to Craig Colbert (colbertconstructioninc@gmail.com), Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Peter Lee (plee@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 27 / 2022** 16:10:53 UTC-5	Viewed by Craig Colbert (colbertconstructioninc@gmail.com) IP: 174.63.187.229
SIGNED	**01 / 27 / 2022** 16:11:42 UTC-5	Signed by Craig Colbert (colbertconstructioninc@gmail.com) IP: 174.63.187.229
VIEWED	**01 / 31 / 2022** 08:54:11 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 08:55:20 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.55

HELLOSIGN

Audit Trail

TITLE	For Signature: Demolition - 2511 NE 20th Avenue (GRM/211051)
FILE NAME	For Signature - D... (GRM 211051).pdf
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

VIEWED	**01 / 31 / 2022** 14:27:30 UTC-5	Viewed by Peter Lee (plee@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 14:28:00 UTC-5	Signed by Peter Lee (plee@ocalafl.org) IP: 216.255.240.104
VIEWED	**01 / 31 / 2022** 14:28:43 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 14:28:54 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 14:28:54 UTC-5	The document has been completed.

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 **JESSICA BRADSHER**, ("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:	Jessica Bradsher 3445 Westgate Drive Greenville, North Carolina 27834 Phone: 434-851-8300 Email: jessica_bradsher@yahoo.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 02 / 01 / 2022

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

ARTIST

Jessica Bradsher

Jessica Bradsher / January 13, 2022 – January 14, 2024

Artist: Jessica Bradsher

Title: Einfühlung (#1)

Size: 6′ H x 5′ W x 3′ D

Weight: 200 lbs.

Material: Cast Iron, Forged Steel

Cost: $6,000

VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Jessica Bradshaw
VENDOR NAME

3445 Westgate Dr. Greenville NC 27834
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 11/20/2021 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

IN WITNESS WHEREOF, the VENDOR sets its hand this 20th day of November, 2021.

VENDOR SIGNATURE

Jessica Bradshaw

VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☐ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:

_____ (

Dat

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE

_____ (Date)_____

Patricia Lewis

From: Richard Dennis
Sent: Monday, November 29, 2021 8:58 AM
To: Leslie Nottingham
Subject: RE: Insurance Waiver Approval - Bradsher

Approved, I suggest that in the future we get a copy of the vendors driver's license so we know that the name used on the waiver is legitimate. 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: Monday, November 29, 2021 8:55 AM
To: Richard Dennis <rdennis@Ocalafl.org>
Subject: Insurance Waiver Approval - Bradsher

Hi Richard,

Attached is the Hold Harmless for Jessica Bradsher for the OOSC. If acceptable, would you please approve? (8/10)

Many thanks,

Leslie Nottingham

HELLOSIGN

Audit Trail

TITLE	For Signature: Agreement for Artwork Loan and Display...
FILE NAME	For Signature - A... - REC 211106.pdf
DOCUMENT ID	74c23df0404e286d250e2deeb808dc06a7d41681
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 05 / 2022** 15:53:04 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ken Whitehead (kwhitehead@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Jessica Bradsher (jessica_bradsher@yahoo.com) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 27 / 2022** 20:29:48 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
SIGNED	**01 / 27 / 2022** 20:31:16 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
VIEWED	**02 / 01 / 2022** 09:07:25 UTC-5	Viewed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 01 / 2022** 09:08:27 UTC-5	Signed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104

HELLOSIGN

Audit Trail

TITLE	For Signature: Agreement for Artwork Loan and Display...
FILE NAME	For Signature - A... - REC 211106.pdf
DOCUMENT ID	74c23df0404e286d250e2deeb808dc06a7d41681
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

VIEWED	**02 / 01 / 2022** 12:20:24 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 01 / 2022** 12:20:33 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
VIEWED	**02 / 01 / 2022** 12:23:49 UTC-5	Viewed by Jessica Bradsher (jessica_bradsher@yahoo.com) IP: 209.33.115.150
SIGNED	**02 / 01 / 2022** 12:24:15 UTC-5	Signed by Jessica Bradsher (jessica_bradsher@yahoo.com) IP: 209.33.115.150
COMPLETED	**02 / 01 / 2022** 12:24:15 UTC-5	The document has been completed.

SECOND AMENDMENT TO AGREEMENT FOR WRECKER AND TOWING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR WRECKER AND TOWING SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MICHAEL LESSARD, INC. D/B/A C&M TOWING & RECOVERY,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-2196763) ("Vendor").

WHEREAS, on January 2, 2019, City and Vendor entered into an Agreement for Wrecker and Towing Services (the "Original Agreement") for a term from January 1, 2019 to December 31, 2020; and

WHEREAS, on December 4, 2020, City and Vendor entered into a First Amendment to Agreement for Wrecker and Towing Services ("First Amendment") extending the term of the Original Agreement for the first of two one-year renewal periods; and

WHEREAS, City and Vendor desire to extend the Original Agreement, as written, for the final one-year renewal period available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional one-year term beginning **JANUARY 1, 2022** and terminating **DECEMBER 31, 2023**.
4. **INVOICE SUBMISSION.** All invoices submitted by Vendor shall include the City Contract Number, and assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: City of Ocala Fleet Management Department, Attn: **John King, 1805 NE 30th Avenue, Bldg. 200, Ocala, Florida 34470, jking@ocalafl.org.**

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

If to Vendor:
C&M Towing & Recovery
Attn: Michael Lessard
2157 NE Jacksonville Road
Ocala, Florida 34470
PH: 352-629-6677
E-mail: candmtowing@cox.net

If to City of Ocala:
Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366 FAX: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:
Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
E-mail: rbatsel@lawyersocala.com

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

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

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 02 / 01 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

MICHAEL LESSARD, INC.
D/B/A C&M TOWING & RECOVERY

Lisa Lessard

By: C & M Towing and Recovery
(Printed Name)

Title: Vp
(Vice President or higher)

HELLOSIGN

Audit Trail

TITLE	For Signature: Renewal of Agreement for Wrecker and Towing...
FILE NAME	For Signature - A... - FLT 18-015.pdf
DOCUMENT ID	239b7d001f8a252697ba6f730a2ebe4cd9e37d74
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 05 / 2022** 13:42:42 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ken Whitehead (kwhitehead@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and C & M Towing and Recovery (candmtowing@cox.net) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 27 / 2022** 20:28:21 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
SIGNED	**01 / 27 / 2022** 20:29:27 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
VIEWED	**02 / 01 / 2022** 09:08:40 UTC-5	Viewed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 01 / 2022** 09:09:41 UTC-5	Signed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104

HELLOSIGN

Audit Trail

TITLE	For Signature: Renewal of Agreement for Wrecker and Towing...
FILE NAME	For Signature - A... - FLT 18-015.pdf
DOCUMENT ID	239b7d001f8a252697ba6f730a2ebe4cd9e37d74
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

VIEWED	**02 / 01 / 2022** 12:19:58 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 01 / 2022** 12:20:14 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
VIEWED	**02 / 01 / 2022** 16:40:55 UTC-5	Viewed by C & M Towing and Recovery (candmtowing@cox.net) IP: 68.202.190.175
SIGNED	**02 / 01 / 2022** 16:41:40 UTC-5	Signed by C & M Towing and Recovery (candmtowing@cox.net) IP: 68.202.190.175
COMPLETED	**02 / 01 / 2022** 16:41:40 UTC-5	The document has been completed.

SECOND AMENDMENT TO AGREEMENT FOR BACKFLOW INSPECTION AND REPAIR SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR BACKFLOW INSPECTION AND REPAIR SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PITSCH PLUMBING SERVICE, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3489634) ("Vendor").

WHEREAS, on March 13, 2019, City and Vendor entered into an Agreement for Backflow Inspection and Repair Services (the "Original Agreement"), City of Ocala Contract Number: REC/190065, for a term of one year from March 8, 2019 to March 7, 2021; and

WHEREAS, on May 1, 2021, City and Vendor entered into the First Amendment to Agreement for Backflow Inspection and Repair Services (the "First Amendment"), to renew the term of the Original Agreement for an additional one-year term from March 8, 2021 to March 7, 2022; and

WHEREAS, City and Vendor desire to extend the Original Agreement, as written, for the final one-year renewal period available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement, as amended, between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional one-year term beginning **MARCH 8, 2022** and terminating **MARCH 7, 2023**.

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

If to Vendor:	Pitsch Plumbing Service, Inc. Attn: David Roshwald 3704 SE 36th Avenue Ocala, Florida 34471 PH: 352-427-5394 E-mail: workorders@plumbing.cfcoxmail.com
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gooding & Batsel, PLLC 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-579-6536 Email: rbatsel@lawyersocala.com

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

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

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 02 / 03 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

PITSCH PLUMBING SERVICE, INC.

David J Roshwald

By: Pitsch Plumbing Service, Inc.
(Printed Name)

Title: President
(Vice President or higher)

HELLOSIGN

Audit Trail

TITLE	For Signature: Renewal of Agreement for Backflow Inspection...
FILE NAME	For Signature - A...bing Service,.pdf
DOCUMENT ID	33bc6f279992a4934fb23b5feeebc5bd84c75d5b
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**02 / 01 / 2022** 14:31:08 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ken Whitehead (kwhitehead@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Pitsch Plumbing Service, Inc. (workorders@plumbing.cfcoxmail.com) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 01 / 2022** 21:42:21 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
SIGNED	**02 / 01 / 2022** 21:43:58 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
VIEWED	**02 / 02 / 2022** 14:24:22 UTC-5	Viewed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 02 / 2022** 14:26:12 UTC-5	Signed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104

HELLOSIGN

Audit Trail

TITLE	For Signature: Renewal of Agreement for Backflow Inspection...
FILE NAME	For Signature - A...bing Service,.pdf
DOCUMENT ID	33bc6f279992a4934fb23b5feeebc5bd84c75d5b
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

VIEWED	**02 / 02 / 2022** 15:15:22 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 02 / 2022** 15:15:30 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
VIEWED	**02 / 03 / 2022** 16:40:02 UTC-5	Viewed by Pitsch Plumbing Service, Inc. (workorders@plumbing.cfcoxmail.com) IP: 98.180.255.234
SIGNED	**02 / 03 / 2022** 16:40:29 UTC-5	Signed by Pitsch Plumbing Service, Inc. (workorders@plumbing.cfcoxmail.com) IP: 98.180.255.234
COMPLETED	**02 / 03 / 2022** 16:40:29 UTC-5	The document has been completed.

HITS, Inc. • 319 Main Street • Saugerties, NY 12477

To: Sandra Wilson
Ocala City Manager
110 SE Watula Avenue
Ocala, FL 34471

From: Scott Reynolds
Corporate Sponsorship

Re: 2022 Sponsorship Agreement

Date: January 7, 2022

It is my pleasure to propose the following Sponsorship Agreement between HITS, Inc. ("HITS") and The City of Ocala through Ocala Electric ("The City of Ocala/ Ocala Electric Utility") with regards to sponsorship of HITS Horse Show events.

HITS Winter Circuits 2021/2022:

HITS Ocala HolidaySeries 2021*
HITS Ocala Winter Circuit 2022*

The City of Ocala will receive:

TITLE SPONSORSHIP
The City of Ocala/ Ocala Electric Utility will be designated the title sponsor of

The Ocala Electric Utility Grand Prix held during Week V of the HITS Ocala Winter Circuit

The City of Ocala/ Ocala Electric Utility's designation as the title sponsor will be referred to in all HITS publications, media releases, announcements, standings and results relating to The Ocala Electric Utility Grand Prix at the Ocala Winter Circuit 2022.

PARTICIPATION IN PRESENTATION OF AWARDS
If available, a representative of The City of Ocala/ Ocala Electric Utility may participate in the presentation of the awards for the Ocala Electric Utility Grand Prix.

RING CREW APPAREL
The City of Ocala/ Ocala Electric Utility may provide apparel (e.g., shirts and caps) with the Ocala Electric Utility logo to be worn by the ring and gate crew during the Ocala Electric Utility Grand Prix.

CUSTOM JUMP

The City of Ocala/ Ocala Electric Utility may provide HITS with a custom jump for placement in the Grand Prix Stadium arena at all sponsored venues. The jump will be incorporated into the course subject to the course designer's discretion. All costs, including but not limited to, construction, shipping and maintenance of the jump, will be absorbed by The City of Ocala/ Ocala Electric Utility.

SIGNAGE

The City of Ocala/ Ocala Electric Utility may supply four (4) 3' x 8' vinyl banners to be displayed in high-visibility locations at HITS Ocala. The Ocala Electric Utility banners must be 3' x 8' in order to be displayed at the shows.

The City of Ocala/ Ocala Electric Utility may display one (1) 30" X 96" rigid sign containing its logo in the Grand Prix Arena. Signage in these rings is limited in order to enhance sponsors' branding opportunities.

The City of Ocala/ Ocala Electric Utility may supply an additional 10-20 Vinyl banners to line the VIP driveway entrance coming off of country road 326. The Ocala Electric Utility banners must be 3' x 8' in order to be displayed at the shows.

HITS will arrange for the installation of all signage. It is understood and agreed that The City of Ocala may need to replace the banners due to general wear and tear.

PRIZE LIST ADVERTISEMENT

The City of Ocala/ Ocala Electric Utility will receive a complimentary full-page, four color advertisement in the 2022 Official Show Prize Lists for the Ocala Winter Circuit. Artwork conforming to the attached specifications for the prize lists must be received by ads@HitsShows.com (cc: Scott@HitsShows.com).

VIP SEATING

The City of Ocala/ Ocala Electric Utility will receive a complimentary table seating eight (8) at the 2021 HITS Ocala Winter Circuit. Advance notice of attendance is required at least one week prior to any intended attendance date.

E-MAIL BLAST

The City of Ocala/ Ocala Electric Utility may provide HITS with one (1) e-mail blast in .pdf, .jpg, or .html format to be released by HITS in the form of an e-mail blast during the HITS Ocala Circuit.

Social Media

HITS will promote The City of Ocala/ Ocala Electric Utility with one (1) social media post to be released by HITS on Instagram and Facebook during the HITS Ocala Circuit.

MAIL LIST ACCESS

The City of Ocala may have access to the entire HITS mail list one (1) time during the term of this Agreement through a mutually agreed upon mail house. The City of Ocala/ Ocala Electric Utility will have the opportunity to send its mail list to the mutually agreed upon mail house to compare against the HITS list and mail to the non-duplicated names. The material mailed must first be approved by HITS. All costs associated with this mailing will be assumed by The City of Ocala/ Ocala

Electric Utility. The details of the mail sort will be coordinated between a representative of The City of Ocala/ Ocala Electric Utility and the mail house.

DISTRIBUTION OF PROMOTIONAL MATERIAL
The City of Ocala/ Ocala Electric Utility may provide literature for distribution in the Horse Show Office and other high-traffic areas during the above-listed HITS Horse Shows. Approximately 250 promotional pieces will be needed for distribution at HITS Post Time Farm.

PUBLIC ADDRESS ANNOUNCEMENTS
The City of Ocala/ Ocala Electric Utility will receive a minimum of two (2) public address announcements each day throughout the entirety of the above-listed HITS Horse Shows.

Text for the public address announcements for the winter circuits must be received electronically in a Microsoft Word file by Scott@HitsShows.com.

WEBSITE
The City of Ocala/ Ocala Electric Utility will be listed on the sponsorship page of the HITS website: www.HitsShows.com.

SCOREBOARD DISPLAYS
The City of Ocala/ Ocala Electric Utility will receive displays of its logo on the Official HITS Scoreboard during the Grand Prix events.

SCOREBOARD BRANDING
The City of Ocala/ Ocala Electric Utility has the opportunity to supply branding signage to HITS to be displayed around the score board for the week of The City of Ocala/ Ocala Electric Utility Grand Prix, week 5 of HITS Ocala Winter Circuit.

ACCESS TO HITS LOGO
The City of Ocala/ Ocala Electric Utility may display the HITS logo with a link to the HITS website on The City of Ocala/ Ocala Electric Utility website. Additionally, The City of Ocala/ Ocala Electric Utility may display the HITS logo on any or all promotional materials, subject to HITS approval.

TERM OF AGREEMENT
This Sponsorship Agreement shall have the Effective Date of the signing of both parties hereto and continue through March 31, 2022.

***HITS* will receive:**

SPONSORSHIP FEE
In consideration of the above-listed amenities, The City of Ocala/ Ocala Electric Utility will pay HITS, Inc. a total sponsorship fee of $25,000. This fee is payable in accordance with the following schedule:

$25,000 due by February 1, 2022

General Provisions:

MANAGEMENT DISCRETION

Specific Circuit Schedules, Dates and Classes offered are subject to HITS management discretion. A representative of HITS will notify The City of Ocala/ Ocala Electric Utility of any changes that affect the term of this Agreement.

FORCE MAJEURE

Any delay or failure of either party to perform its obligations hereunder shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, acts of God, actions by governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage or labor problems; provided the party claiming force majeure promptly notifies the other party, to the extent possible based on natural conditions that comprise the force majeure, of the event of force majeure, the anticipated duration of the event of force majeure, and the steps being taken to remedy the failure. Should the event of force majeure continue beyond thirty (30) days, or such shorter time period as may be reasonably agreed upon by both parties under the circumstances, either party may terminate this Agreement, and the parties will meet to determine when and how either party will "make good" on any services not yet delivered.

TRADEMARKS

HITS and The City of Ocala/ Ocala Electric Utility acknowledge that each party owns certain names, trademarks, service marks, copyrights and other intellectual property ("Marks"), and owns or has certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

Each party hereto grants to the other a nonexclusive, non-transferable license to use its Marks during the term of this Agreement and subject to the terms and conditions of this Agreement herein set forth, solely in connection with advertising and promoting any event or activity incidental hereto.

~~**INDEMNIFICATION**~~

~~Each party (the "Indemnifying Party") will indemnify and defend and hold the other (the "Indemnified Party") harmless against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees) resulting from any third party claims made or suits brought against the Indemnified Party that arise from the Indemnifying Party's breach of its representations, warranties or agreements contained herein, or from the Indemnifying Party's negligent or intentional acts or omissions; provided however that the Indemnifying Party shall not be obligated to indemnify the Indemnified Party to the extent of any damages, losses, expenses or other amounts it suffered as a result of the Indemnified Party's own negligent or intentional acts.~~

BINDING EFFECTS

This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all existing agreements and all other oral, written, or other communications between the parties concerning the subject matter of this Agreement. This Agreement may not be modified except in writing signed by both parties. This Agreement binds and benefits the parties and their successors and assigns, but may not be assigned without prior written consent of the non-assigning party. The City of Ocala/ Ocala Electric Utility shall have, however, the right to assign its rights under this Agreement to a successor entity, majority owned subsidiary, other affiliated The City of Ocala/ Ocala Electric Utility, or other entity in any corporate reorganization, or to the purchaser of the assets or stock of the business to which this Agreement is applicable, provided that the Assignee assumes all of the Assignor's obligations hereunder. All parties WAIVE the right to a jury trial on all matters arising out of or relating to the construction, performance or breach of this Agreement. The prevailing party in any dispute shall be entitled to recover from the other party its reasonable attorney's fees and costs.

SEVERABILITY

If for any reason any of the terms of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid and unenforceable, the validity of the remainder of the terms contained in this Agreement shall not be affected and the invalid and unenforceable terms shall be deemed modified to the minimum extent necessary to make those terms consistent with applicable law and, in its modified form, those terms shall then be enforceable.

APPLICABLE LAW

This Agreement shall be construed and governed in accordance with the laws of the State of ~~New York~~. Florida

SIGNATURES

By signing below, both individuals are indicating that they have the legal authority to sign on behalf of the respective corporations that are a party to this Sponsorship Agreement and that both corporations are in agreement with the terms of this Sponsorship Agreement. This Agreement may be executed in multiple counterparts. A facsimile or electronic copy of this Sponsorship Agreement bearing the signature of a Party hereto shall be sufficient to bind such Party to the terms of the Agreement.

Accepted and agreed:

HITS, LLC.

By: _____

Thomas G. Struzzieri, President Date

The City of Ocala/ Ocala Electric Utility

By: Sandra Wilson 01 / 31 / 2022

Sandra Wilson, Ocala City Manager Date

Approved as to form and legality: Robert W. Batsel, Jr.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - 2022 Sponsorship Agreement - HITS, Inc.
FILE NAME	Sponsorship Agree...nsorship 2022.pdf
DOCUMENT ID	c3e7c0a21c0da0f86973ba439abc2c1d50a38809
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 18 / 2022** 13:41:08 UTC-5	Sent for signature to Robert Batsel, Jr. (rbatsel@lawyersocala.com) and Sandra Wilson (swilson@ocalafl.org) from drobinson@ocalafl.org IP: 68.202.183.1
VIEWED	**01 / 31 / 2022** 13:30:58 UTC-5	Viewed by Robert Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**01 / 31 / 2022** 13:31:54 UTC-5	Signed by Robert Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**01 / 31 / 2022** 13:32:39 UTC-5	Viewed by Sandra Wilson (swilson@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 31 / 2022** 13:32:58 UTC-5	Signed by Sandra Wilson (swilson@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 31 / 2022** 13:32:58 UTC-5	The document has been completed.

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 **WALTER ISRAEL**, ("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 from **MARCH 28, 2022** through **MAY 27, 2022** and/or online at https://ocala.oncell.com/en/select-a-tour-11789.html**.**
   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 **MARCH 28, 2022** and shall end on **MAY 27, 2022**, 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 **MARCH 28, 2022**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no later than **MAY 27, 2022** unless otherwise agreed to by the parties.

   A. **Delivery of Artwork**: City shall take possession of the Artwork at the **RECREATION AND PARKS ADMINISTRATION BUILDING**, located at **828 NE 8TH AVENUE, OCALA, FLORIDA, 34470; EIGHTH AVENUE ADULT ACTIVITY CENTER**, located at **830 NE 8TH AVENUE, 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.

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:

Walter Israel
9032 NW 30th Avenue
Ocala, Florida 34475
Phone: 904-304-1954
Email: atruehorseman@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.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-579-6536
E-mail: rbatsel@lawyersocala.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 02 / 01 / 2022

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

ARTIST

Walter Israel

Exhibit A – Artwork **CONTRACT# REC/211150**

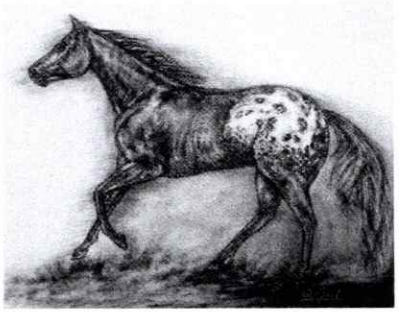
WALTER ISRAEL / MARCH 28, 2022 – MAY 27, 2022

(1)

(2)

(3)

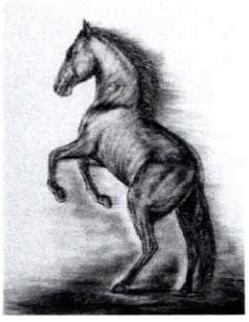
(4)



(5)

Freedom 22" x 28" Charcoal on canvas $ 680	Wind in the Mane 22" x 28" Charcoal on canvas $ 680	Pony 22" x 28" Charcoal on canvas $ 480	Foal 22" x 28" Charcoal on canvas $ 580	Appaloosa 24" x 30" Charcoal on canvas $ 580

(6)



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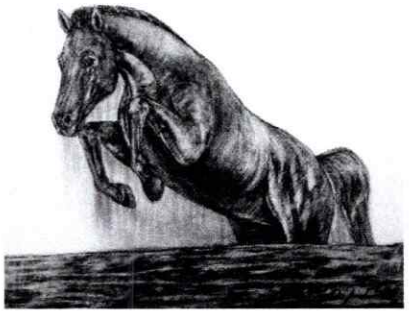

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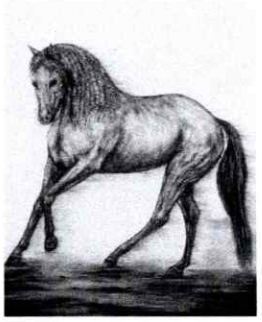
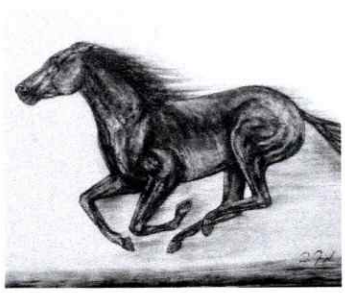


(10)

Strong 24" x 30" Charcoal on canvas $ 580	Leader 24" x 30" Charcoal on canvas $ 680	Wild and Free 24" x 36" Charcoal on canvas $ 680	Jumper 24" x 30" Charcoal on canvas $ 680	Dancing Queen 24" x 30" Charcoal on canvas $ 680

WALTER ISRAEL / MARCH 28, 2022 – MAY 27, 2022



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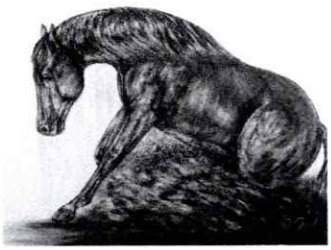

(13)

(14)

(15)

Born to Race 24" x 30" Charcoal on canvas $ 580	Pura Raza Española 24" x 30" Charcoal on canvas $ 680	Slider 24" x 30" Charcoal on canvas $ 680	Power 24" x 30" Charcoal on canvas $ 680	Impressive 24" x 30" Charcoal on canvas $ 680

VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Walter Israel
VENDOR NAME

9032 NW 30th Ave, Ocala, FL, 34475
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 March 28, 2022 (IDENTIFY DATE HERE): EVENT DESCRIPTION: Art in City Spaces program. Art Show, Horse Capital of the World"

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 13 day of September, 2021.

VENDOR SIGNATURE

Walter Israel
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)

Patricia Lewis

From: Jared Sorensen
Sent: Tuesday, October 12, 2021 10:24 AM
To: Annie Thompson
Subject: RE: Insurance Waiver Request

Approved.

Jared S. Sorensen, SHRM-SCP, SPHR
Director, Human Resources & Risk Management
City of Ocala
110 S.E. Watula Avenue
Ocala, FL 34471
352-401-3991 (office)
352-401-6942 (fax)
352-572-0415 (cell)
jsorensen@ocalafl.org

From: Annie Thompson <athompson@Ocalafl.org>
Sent: Tuesday, October 12, 2021 9:11 AM
To: Jared Sorensen <jsorensen@Ocalafl.org>
Subject: Insurance Waiver Request

Hello,

I have a Hold Harmless agreement for approval. Attached is the Hold Harmless for Walter Israel, an exhibiting artist in our Art in City Spaces program.

Vendor: Artist

Vendor Activities/Services: Display and sale of art work

Date(s) Vendor will be onsite: March 28, 2022 – May 27, 2022

Reason for Waiver: Exhibiting artist

Is Completed Hold Harmless Agreement Attached: Yes

Sincerely,

Annie Thompson

Cultural Arts Coordinator City of Ocala Recreation & Parks: Cultural Arts

HELLOSIGN

Audit Trail

TITLE	For Signature: Artwork Loan and Display (REC/211150)
FILE NAME	Artwork Loan and ... - REC 211150.pdf
DOCUMENT ID	8fe10511c34bd6b9f103ec9c8353206b52647433
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 13 / 2022** 14:38:56 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ken Whitehead (kwhitehead@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Walter Israel (atruehorseman@gmail.com) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 27 / 2022** 20:36:11 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
SIGNED	**01 / 27 / 2022** 20:37:36 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
VIEWED	**02 / 01 / 2022** 09:06:22 UTC-5	Viewed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 01 / 2022** 09:07:10 UTC-5	Signed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104

HELLOSIGN

Audit Trail

TITLE	For Signature: Artwork Loan and Display (REC/211150)
FILE NAME	Artwork Loan and ... - REC 211150.pdf
DOCUMENT ID	8fe10511c34bd6b9f103ec9c8353206b52647433
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

VIEWED	**02 / 01 / 2022** 12:20:44 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 01 / 2022** 12:20:51 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
VIEWED	**02 / 01 / 2022** 12:40:48 UTC-5	Viewed by Walter Israel (atruehorseman@gmail.com) IP: 67.233.146.252
SIGNED	**02 / 01 / 2022** 13:29:26 UTC-5	Signed by Walter Israel (atruehorseman@gmail.com) IP: 67.233.146.252
COMPLETED	**02 / 01 / 2022** 13:29:26 UTC-5	The document has been completed.