



Ocala City Council Agenda - Final

Tuesday, July 1, 2025

Meeting Information

Location

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

<https://www.ocalafl.gov/meetings>

Time

4:00 PM

Council Members

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

Mayor

Ben Marciano

City Manager

Peter Lee

Mission Statement

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

City Council's Strategic Priorities

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

WELCOME!

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

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

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

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

APPEALS

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

ADA COMPLIANCE

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

1. Call to Order**2. Roll Call****3. Public Notice****4. Proclamations and Awards**

- 4a. [Presentation of the Parks and Recreation Month Proclamation to Director of Recreation and Parks Julie Johnson, Assistant Director of Recreation and Parks Bill Rodriguez, and division head staff members](#)

5. Presentations

- a. [Presentation of the '2025 Legislative Session Debrief' by Sarah Suskey and Stephen Shiver, The Advocacy Partners](#)
- b. [Building Officials Association of Florida selected Mike Brown, Ocala Chief Building Inspector, as the 2025 Building Inspector of the Year](#)

6. Consent Agenda

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

- 6a. [Approve the purchase of two generator electronic control module upgrades from Caterpillar Inc., utilizing a Sourcewell Cooperative Purchasing Agreement in the amount of \\$68,521](#)

Presentation By: Liza Warmuth

- 6b. [Approve an Agreement for Subordination of Utility Interest to the Florida Department of Transportation](#)

Presentation By: Tracy Taylor

- 6c. [Adopt Resolution 2025-32 for an Agreement for Subordination of Utility Interest to the Florida Department of Transportation](#)

RES-2025-32

Presentation By: Tracy Taylor

- 6d. [Approve the partial release of a utility easement encumbering Parcel #35512-002-00](#)

Presentation By: Stephanie Galarza

- 6e. [Approve the release of a utility easement encumbering Parcels 35512-002-00, 35512-001-05, 35512-001-07, and 35512-001-00](#)

Presentation By: Stephanie Galarza

- 6f. [Approve one-year renewals of janitorial services contracts with First Coast Franchising, Inc. d/b/a Jani King of Jacksonville and Serviamigos Solutions, LLC, with an aggregate expenditure of \\$51,694](#)

Presentation By: John King

- 6g. [Approve a Mutual Aid Agreement with Florida Municipal Power Agency for Leased Employee Services in an amount not to exceed \\$90,000](#)

Presentation By: Doug Peebles

- 6h. [Approve the purchase of inventory items for Ocala Electric Utility from multiple vendors in the amount of \\$65,370](#)

Presentation By: Doug Peebles

- 6i. [Approve award to Gresco Utility Supply for the sole source purchase of triple-single reclosers and related inventory items for Ocala Electric Utility in the amount of \\$64,398](#)

Presentation By: Doug Peebles

- 6j. [Approve one-year renewal of the contract with Boot Barn, Inc., for discount pricing on protective footwear in the amount of \\$88,000](#)

Presentation By: Devan Kikendall

- 6k. [Adopt Budget Resolution 2025-162 amending the Fiscal Year 2024-25 budget to accept and appropriate a community donation for K-9-related expenses in the amount of \\$200](#)

BR-2025-162

Presentation By: Michael Balken

- 6l. [Approve an agreement between the School Board of Marion County and the Ocala Police Department giving the Ocala Police Department access to the School Board of Marion County's cameras in times of emergency](#)

Presentation By: Michael Balken

- 6m. [Approve City Council meeting minutes from June 17, 2025](#)

Presentation By: Angel Jacobs

7. **Consent Agenda Items Held for Discussion**

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

8. Introduction and First Readings of Ordinances

(Second and Final Reading - July 15, 2025)

- 8a.** [Introduce Ordinance 2025-33 to rezone approximately 18.24 acres for the property located southwest of the intersection at SW 48th Avenue and SW 49th Place \(Parcel 23832-000-00 and a portion of 23894-002-00\) from R-3, Multi-Family Residential, to B-2, Community Business \(Case ZON25-0007\) \(Quasi-Judicial\)](#) **ORD-2025-33**

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

- 9a.** [Request to postpone to the July 15, 2025 City Council meeting - Adopt Resolution 2025-29 to abrogate a portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 as recorded in Plat Book G, Page 91, of the public records of Marion County, Florida \(Parcels 2735-0006-017 & 2735-009-002\) \(Case ABR23-45418\) \(Quasi-Judicial\)](#)

Presentation By: Jeff Shrum

- 9b.** [Request to postpone to the July 15, 2025 City Council meeting - Adopt Ordinance 2025-29 to change the Future Land Use designation on approximately 0.78 acres for property located in the 1900 block of NE 49th Avenue \(Parcels 2735-006-017 and 2735-009-002\) from Neighborhood to Low Intensity \(Case LUC23-45427\) \(Quasi-Judicial\)](#)

Presentation By: Jeff Shrum

Introduced by: Ire J. Bethea Sr

- 9c.** [Request to postpone to the July 15, 2025 City Council meeting - Adopt Ordinance 2025-30 to rezone approximately 6.83 acres for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard \(Parcel 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, and a portion of parcel 27028-004-03\) from PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business, to PD, Planned Development \(Case PD23-45431\) \(Quasi-Judicial\)](#)

Presentation By: Jeff Shrum

Introduced by: James P. Hilty Sr

- 9d. [Request to postpone to the July 15, 2025 City Council meeting - Adopt Ordinance 2025-31 to rezone approximately 0.59 acres for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard \(a portion of 2735-000-002\) from PD, Planned Development, to B-2, Community Business \(Case ZON23-45419\) \(Quasi-Judicial\)](#)

Presentation By: Jeff Shrum

Introduced by: Barry Mansfield

- 9e. [Request to postpone to the July 15, 2025 City Council meeting - Adopt Resolution 2025-30 to approve a resolution for a Planned Development Plan and Standards Book for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard \(Parcel 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, and a portion of parcel 27028-004-03\), approximately 6.83 acres \(Case No. PD23-45431\) \(Quasi-Judicial\)](#)

Presentation By: Jeff Shrum

- 9f. [Adopt Resolution 2025-33 to amend the Planned Development, Plan and Standards Book for property located at the northeast corner of the intersection of NE 25th Avenue and NE 28th Street \(Parcel 24274-000-00\), approximately 12.61 acres \(Case No. PD24-45735\) \(Quasi-Judicial\)](#)

RES-2025-33

Presentation By: Emily W. Johnson

- 9g. [Adopt Ordinance 2025-32 to amend the boundaries of the Ridge at Heath Brook Community Development District generally located southeast of SW Highway 200 \(College Road\) and west of I-75 by adding approximately 29.142 acres to increase the size of the Community Development District to approximately 104.938 acres \(Case No. CDD25-0001\) \(Quasi-Judicial\)](#)

Presentation By: Emily Johnson

Introduced by: Jay A. Musleh

10. General Business

- 10a. [Approve additional expenditures and Task Work Order No. 3 under the City's continuing professional architectural services agreement with Architecture Studio, Inc., for the provision of architectural and engineering services related to the Water Resources Utility Maintenance Complex in the amount of \\$279,000, and increasing the aggregate threshold to \\$750,000](#)

Presentation By: Sean Lanier

- 10b. [Approve Task Work Order No.43 with Kimley-Horn and Associates, Inc., for the provision of engineering services related to the update of the City's Reclaimed Water Master Plan in the amount of \\$88,209](#)

Presentation By: Sean Lanier

- 10c. [Approve Task Work Order No. 44 with Kimley-Horn and Associates, Inc., for the provision of engineering services related to Water Reclamation Facility Biosolids System Evaluation in the amount of \\$80,586](#)

Presentation By: Sean Lanier

- 10d. [Adopt Budget Resolution 2025-163 amending the Fiscal Year 2024-25 budget to transfer funds from the Water Resources Reserve for Contingency account for professional services in the amount of \\$550,000](#)

BR-2025-163

Presentation By: Sean Lanier

- 10e. [Approve award of a two-year contract to Chinese Connection Painting, Inc., Lamphier Company, and Overall Contractors Group, Inc. for the provision of citywide painting services with an estimated aggregate expenditure of \\$250,000](#)

Presentation By: Gary Crews

- 10f. [Approve agreement with Powerserve Technologies, Inc. for the provision of design and furnishing of relays and panels for the Dearmin and Water Plant Substations in the amount of \\$298,373](#)

Presentation By: Doug Peebles

- 10g. [Approve award of a two-year contract with Brian Bombassei, LLC for miscellaneous pavement striping and marking services in an amount not to exceed \\$100,000](#)

Presentation By: Darren Park

- 10h. [Approve the purchase of five Federal Transit Administration Heavy-duty Category B 35-foot low-floor plus battery electric transit buses from Gillig, LLC, in the amount of \\$6,264,500](#)

Presentation By: Tom Duncan

- 10i. [Approve employee paid insurance plans for dental, vision, life, group Medicare, short-term disability, pet, legal services, flexible spending accounts, and cancer/accident/critical illness at no cost to the City and City paid plans in an annual amount \\$175,500 for life insurance, \\$11,345 for flexible spending account administration, and \\$19,709 for Employee Assistance Program premiums](#)

Presentation By: Devan Kikendall

11. **Internal Auditor's Report**
12. **City Manager's Report**
13. **Ocala Police Department Report**
14. **Ocala Fire Rescue Department Report**
15. **City Attorney's Report**
16. **Public Comments**
17. **Informational Items and Calendaring Items**
- Friday, July 4, 2025 - Independence Day Holiday - City Offices closed
 - Tuesday, July 15, 2025 - 3:45pm - CRA Board meeting - Council Chambers
 - Tuesday, July 15, 2025 - 4:00pm - City Council meeting - Council Chambers
 - Tuesday, August 5, 2025 - 4:00pm - City Council meeting - Council Chambers
 - Tuesday, August 12, 2025 - 12:00pm - City Council Workshop Re: FY 2025-26 Budget - Council Chambers
 - Tuesday, August 19, 2025 - 3:45pm - CRA Board meeting - Council Chambers
 - Tuesday, August 19, 2025 - 4:00pm - City Council meeting - Council Chambers
- 17a. [Power Cost Adjustment Report - May 2025](#)
18. **Comments by Mayor**
19. **Comments by City Council Members**
20. **Adjournment**



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1487

Agenda Item #: 4a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):

Presentation of the Parks and Recreation Month Proclamation to Director of Recreation and Parks Julie Johnson, Assistant Director of Recreation and Parks Bill Rodriguez, and division head staff members

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1251

Agenda Item #: a.

Submitted By: Fazillete Gonzalez

Department: Strategic Engagement

STAFF RECOMMENDATION (Motion Ready):

Presentation of the '2025 Legislative Session Debrief' by Sarah Suskey and Stephen Shiver, The Advocacy Partners

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1489

Agenda Item #: b.

Submitted By: Building Services Director, Matt Leibfried

Department: Growth Management

Building Officials Association of Florida selected Mike Brown, Ocala Chief Building Inspector, as the 2025 Building Inspector of the Year

Mike Brown, Chief Building Inspector, was selected as the 2025 Building Inspector of the Year by the Building Officials Association of Florida (BOAF). Mike was formally recognized at the BOAF Annual Awards Program as part of the annual Conference and Expo on Monday, June 2. The conference was attended by more than 650 professionals and represents a statewide membership of over 3,100 individuals, including building officials, inspectors, plans examiners, and other industry professionals. The annual awards honor professionals who demonstrate exceptional dedication, innovation, and leadership in the field of building safety. Mike's selection reflects the commitment he brings to work every day to keep our community safe and to support the standards we hold as a city. This recognition of Mike's work is well deserved and highlights the caliber of talent we have in our Building Services team.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1391

Agenda Item #: 6a.

Submitted By: Christina Guy

Presentation By: Liza Warmuth

Department: Fleet

STAFF RECOMMENDATION (Motion Ready):

Approve the purchase of two generator electronic control module upgrades from Caterpillar Inc., utilizing a Sourcewell Cooperative Purchasing Agreement in the amount of \$68,521

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Generators are essential sources of emergency or standby power, automatically activating when utility power is lost. They play a critical role in keeping key city facilities and services operational during outages, helping to ensure the continuity of operations vital to public health and safety.

Over time, critical components such as electronic modules, relays, and controllers become outdated, increasingly unreliable, and unsupported by their manufacturers. This has resulted in limited availability of replacement parts and increased maintenance costs.

FINDINGS AND CONCLUSIONS:

The electronic controllers for two 24-year-old Caterpillar SR4B 2000 kW/480-volt generators-located at Water Treatment Plant #1 (32-045) and Water Reclamation Facility #3 (44-004)-are now obsolete. These outdated controls present a significant risk to the continuous provision of these crucial utilities. Fleet recommends upgrading the generator controllers and associated parts to the current EMCP 4.3 model.

As a political subdivision of the State of Florida, the City of Ocala qualifies as an eligible user of Sourcewell cooperative purchasing agreements to procure goods. Sourcewell Contract No. 092222-CAT will be utilized to purchase the necessary generators at a total cost of \$68,521. These goods have been competitively solicited by Sourcewell, a State of Minnesota agency and service cooperative, and evaluated and determined by the City's Procurement Department to be cost effective and to afford the City best value.

FISCAL IMPACT:

Funding for this purchase is available in account 308-030-207-536-53-46010 - Water Resources Construction, Repair & Maintenance.

PROCUREMENT REVIEW:

These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

The City's standard and approved purchase order terms and conditions shall govern this purchase. Any conflicting terms and conditions offered by the supplier will be reviewed for form and legality by the City Attorney's office.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

CITY OF OCALA FLEET MANAGEMENT
 1805 NE 30TH AVE BLDG 200
 OCALA FL
 34470

PER YOUR REQUEST, WE HAVE ESTIMATED REPAIRS ON THE MACHINE LISTED BELOW. A REPAIR DESCRIPTION WITH LABOR AND/OR PARTS IS ATTACHED. UPON DISASSEMBLY OF THE COMPONENT(S) TO BE REPAIRED, ADDITIONAL PARTS AND LABOR MAY BE NECESSARY. IF SO, A QUOTE FOR ADDITIONAL REPAIRS WILL BE FORWARDED TO YOU FOR APPROVAL. NOTE: AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY SHOULD SIGN AND RETURN THIS REPAIR ESTIMATE. ONLY UPON RECEIPT OF THE SIGNED ESTIMATE WILL REPAIRS BE PERFORMED. A PURCHASE ORDER NUMBER SHOULD BE SUPPLIED IF REQUIRED BY YOUR COMPANY.

| CUSTOMER NO. | QUOTE NO. | DATE | CONTACT |
|--------------|-------------|---------------------|-------------|
| 032602 | 133968 | 2/25/2025 | LUIS ACOSTA |
| PHONE NO. | FAX NO. | EMAIL | |
| 352-572-0421 | | lacosta@ocalafl.gov | |
| MODEL | MAKE | SERIAL NO. | |
| 3516B | CATERPILLAR | 06HN01195 | |
| UNIT NO. | HOURS | WO NO. | P.O. NO. |
| WTR PLANT | 1421 | | |

NOTE

PERFORM CONTROLS UPGRADE
 1808 NE 36TH AVE OCALA FL 34470
 WATER PLANT 1
 LUIS ACOSTA 352-572-0421

PERFORM CONTROLS UPGRADE FROM OBSOLETE EMCP II TO EMCP 4.3

REMOVE EXISTING CONTROLS
 INSTALL NEW CONTROLS
 TEST AND VERIFY CORRECT OPERATION
 PERFORM TRANSFER TEST WITH CUSTOMER LOAD

EXPECTED DURATION 4 DAYS ONSITE 2 TECHNICIANS

UNIT WILL NOT BE AVAILABLE FOR DURATION OF THE UPGRADE.

CREDIT TO CUSTOMER (665 0373)
 NOTES:
 SOURCEWELL CONTRACT - 092222-CAT 5%

| Item Number | Description | Qty | Ext Price |
|------------------------------|------------------|-----|-----------|
| DIF | CUSTOMER LOYALTY | 1 | -1,828.49 |
| Total Estimated Misc: | | | -1,828.49 |
| Segment CL Total: | | | -1,828.49 |

TRAVEL TO/FROM INSTR PANEL/CONTROL PANEL (056 7451)

Total Estimated Labor: 1,360.00

Total Estimated Misc: 480.00

Segment 01 Total: 1,840.00

PERFORM UPGRADE INSTR PANEL/CONTROL PANEL (611 7451)

Total Estimated Labor: 11,584.00

| Item Number | Description | Qty | Ext Price |
|--------------------|-------------------------------|------------|------------------|
| FOP | EMCP 4.3 CONTROLS UPGRADE KIT | 1 | 19,198.00 |
| FOP | ADEM DATA CONVERTER | 1 | 2,747.75 |
| MSC | ADDITIONAL HARDWARE | 1 | 1,200.00 |

Total Estimated Misc: 23,145.75

Segment 02 Total: 34,729.75

Total Segments: 34,741.26

ENVIRONMENTAL/MISCELLANEOUS 300.00

SUB TOTAL (BEFORE TAXES) 35,041.26

TOTAL ESTIMATE 35,041.26

I hereby authorize the above repair work to be done along with the necessary materials. Ring Power Corporation and its employees may operate above equipment for purposes of testing. Inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Ring Power Corporation is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten days after work completion. The cost of labor and parts in determining any estimate shall be borne by the customer.

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Lydon Perkins Phone: 8132302181 Email: Lydon.Perkins@RingPower.Com Fax:

JOB SITE: -

BRIAN HERRICK

- This estimate is made subject to buyer's acceptance within (10) ten days from this date
- All prices are subject to change without notice, and those in effect on date of shipment shall prevail
- Terms are Net 30 Days from receipt of invoice
- Estimate excludes sales tax, incoming freight, environmental and additional charges for parts/labor not included in the above mentioned.
- Customer will be contacted should estimate exceed 10%

THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **AUTHORITY TO PERFORM REPAIRS** - It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, Ring Power may examine the item of equipment as to work which Ring Power may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by Ring Power) to be noted on a form as supplied by Ring Power.
 - a. **Time and Material Work** - Ring Power will proceed with the work agreed upon at current labor and parts prices.
 - b. **Firm Price** - If requested, a firm price in writing will be given to the customer for labor and/or parts to do specific repair. Any agreed a upon repair order not covered by a firm written quotation will be billed at current time and material prices
 - c. **Unforeseen Problems or Additional Repairs**. In the event that during the course of the Work, additional repair work is found to be necessary pursuant to Ring Power's examination and inspection of the Equipment, then in such event Ring Power will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Ring Power is unable to communicate with the Customer, then Ring Power, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, Ring Power shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
2. **HOLD HARMLESS AGREEMENT FOR CUSTOMER PARTICIPATION IN SERVICE WORK** - In the event customer or customers' personnel assists our mechanics in performing service work, customer agrees to hold harmless and fully indemnify Ring Power for injuries or damages to anyone arising out of customer assisting Ring Power personnel in servicing or repairing customer's equipment.
3. **WARRANTY INFORMATION** - Ring Power warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Ring Power's obligation under this warranty shall be limited to the repair or replacement at Ring Power's premises of those new parts previously installed or labor previously performed demonstrated to be defective. SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PERFORMED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.
4. **PAYMENT** - Customer will make payment for services rendered by Ring Power pursuant to this work order at such times and in such manner as may be prescribed by Ring Power. In the event of nonpayment by a customer, the cost incurred by Ring Power in collecting the indebtedness, including attorney's fees and expenses, both in the trial court and on any and all appeals, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to Ring Power. These provisions are not exclusive and Ring Power may elect other remedies at law and at equity.
5. **RISK OF LOSS** - Ring Power carries an Equipment Floater Insurance Policy covering all risk (except war, wear and tear, etc.) for the current value (replacement cost less depreciation) on customer's equipment in Ring Power's custody or control. All risk of loss and damage not covered in above policy shall be borne solely by its owner.
6. **SEVERABILITY CLAUSE** - Any provisions of this Agreement found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this Agreement.
7. **APPLICABLE LAW** - This Agreement shall be deemed to be governed by the laws of the State of Florida.

CITY OF OCALA FLEET MANAGEMENT
 1805 NE 30TH AVE BLDG 200
 OCALA FL
 34470

PER YOUR REQUEST, WE HAVE ESTIMATED REPAIRS ON THE MACHINE LISTED BELOW. A REPAIR DESCRIPTION WITH LABOR AND/OR PARTS IS ATTACHED. UPON DISASSEMBLY OF THE COMPONENT(S) TO BE REPAIRED, ADDITIONAL PARTS AND LABOR MAY BE NECESSARY. IF SO, A QUOTE FOR ADDITIONAL REPAIRS WILL BE FORWARDED TO YOU FOR APPROVAL. NOTE: AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY SHOULD SIGN AND RETURN THIS REPAIR ESTIMATE. ONLY UPON RECEIPT OF THE SIGNED ESTIMATE WILL REPAIRS BE PERFORMED. A PURCHASE ORDER NUMBER SHOULD BE SUPPLIED IF REQUIRED BY YOUR COMPANY.

| CUSTOMER NO. | QUOTE NO. | DATE | CONTACT |
|--|-------------|---------------------|-------------|
| 032602 | 134866 | 3/11/2025 | LUIS ACOSTA |
| PHONE NO. | FAX NO. | EMAIL | |
| 352-572-0421 | | lacosta@ocalafl.gov | |
| MODEL | MAKE | SERIAL NO. | |
| 3516B | CATERPILLAR | 06HN01195 | |
| UNIT NO. | HOURS | WO NO. | P.O. NO. |
| WTR PLANT | 1421 | | |
| NOTE | | | |
| PERFORM CONTROLS UPGRADE 3100 SW 67TH AVE OCALA FL WATER PLANT 3 LUIS ACOSTA 352-572-0421 PERFORM CONTROLS UPGRADE FROM OBSOLETE EMCP II TO EMCP 4.3 REMOVE EXISTING CONTROLS INSTALL NEW CONTROLS TEST AND VERIFY CORRECT OPERATION PERFORM TRANSFER TEST WITH CUSTOMER LOAD EXPECTED DURATION 4 DAYS ONSITE 2 TECHNICIANS ***THIS UNIT WILL REQUIRE CONCURRENT UPGRADES TO THE RUSSELECTRIC SWITCHGEAR TO BE POSSIBLE** UNIT WILL NOT BE AVAILABLE FOR DURATION OF THE UPGRADE. | | | |

CREDIT TO CUSTOMER (665 0373)

NOTES:
 SOURCEWELL CONTRACT - 092222-CAT 5%

| Item Number | Description | Qty | Ext Price |
|------------------------------|------------------|-----|------------------|
| DIF | CUSTOMER LOYALTY | 1 | -1,746.30 |
| Total Estimated Misc: | | | -1,746.30 |

Segment CL Total: -1,746.30

TRAVEL TO/FROM INSTR PANEL/CONTROL PANEL (056 7451)

Total Estimated Labor: 2,176.00

Total Estimated Misc: 768.00

Segment 01 Total: 2,944.00

PERFORM UPGRADE INSTR PANEL/CONTROL PANEL (611 7451)

Total Estimated Labor: 11,584.00

| Item Number | Description | Qty | Ext Price |
|--------------------|-------------------------------|------------|------------------|
| FOP | EMCP 4.3 CONTROLS UPGRADE KIT | 1 | 19,198.00 |
| MSC | ADDITIONAL HARDWARE | 1 | 1,200.00 |

Total Estimated Misc: 20,398.00

Segment 02 Total: 31,982.00

Total Segments: 33,179.70

ENVIRONMENTAL/MISCELLANEOUS 300.00

SUB TOTAL (BEFORE TAXES) 33,479.70

TOTAL ESTIMATE 33,479.70

I hereby authorize the above repair work to be done along with the necessary materials. Ring Power Corporation and its employees may operate above equipment for purposes of testing. Inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Ring Power Corporation is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten days after work completion. The cost of labor and parts in determining any estimate shall be borne by the customer.

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Lydon Perkins Phone: 8132302181 Email: Lydon.Perkins@RingPower.Com Fax:

JOB SITE: -

BRIAN HERRICK

- This estimate is made subject to buyer's acceptance within (10) ten days from this date
- All prices are subject to change without notice, and those in effect on date of shipment shall prevail
- Terms are Net 30 Days from receipt of invoice
- Estimate excludes sales tax, incoming freight, environmental and additional charges for parts/labor not included in the above mentioned.
- Customer will be contacted should estimate exceed 10%

THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **AUTHORITY TO PERFORM REPAIRS** - It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, Ring Power may examine the item of equipment as to work which Ring Power may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by Ring Power) to be noted on a form as supplied by Ring Power.
 - a. **Time and Material Work** - Ring Power will proceed with the work agreed upon at current labor and parts prices.
 - b. **Firm Price** - If requested, a firm price in writing will be given to the customer for labor and/or parts to do specific repair. Any agreed a upon repair order not covered by a firm written quotation will be billed at current time and material prices
 - c. **Unforeseen Problems or Additional Repairs**. In the event that during the course of the Work, additional repair work is found to be necessary pursuant to Ring Power's examination and inspection of the Equipment, then in such event Ring Power will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Ring Power is unable to communicate with the Customer, then Ring Power, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, Ring Power shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
2. **HOLD HARMLESS AGREEMENT FOR CUSTOMER PARTICIPATION IN SERVICE WORK** - In the event customer or customers' personnel assists our mechanics in performing service work, customer agrees to hold harmless and fully indemnify Ring Power for injuries or damages to anyone arising out of customer assisting Ring Power personnel in servicing or repairing customer's equipment.
3. **WARRANTY INFORMATION** - Ring Power warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Ring Power's obligation under this warranty shall be limited to the repair or replacement at Ring Power's premises of those new parts previously installed or labor previously performed demonstrated to be defective. SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PERFORMED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.
4. **PAYMENT** - Customer will make payment for services rendered by Ring Power pursuant to this work order at such times and in such manner as may be prescribed by Ring Power. In the event of nonpayment by a customer, the cost incurred by Ring Power in collecting the indebtedness, including attorney's fees and expenses, both in the trial court and on any and all appeals, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to Ring Power. These provisions are not exclusive and Ring Power may elect other remedies at law and at equity.
5. **RISK OF LOSS** - Ring Power carries an Equipment Floater Insurance Policy covering all risk (except war, wear and tear, etc.) for the current value (replacement cost less depreciation) on customer's equipment in Ring Power's custody or control. All risk of loss and damage not covered in above policy shall be borne solely by its owner.
6. **SEVERABILITY CLAUSE** - Any provisions of this Agreement found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this Agreement.
7. **APPLICABLE LAW** - This Agreement shall be deemed to be governed by the laws of the State of Florida.

Caterpillar, Inc.

Electrical Energy Power Generation Equipment

#092222-CAT

THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A PART OF THE CONTRACT BETWEEN SOURCEWELL AND SUPPLIER.

If you would like to purchase off this contract or for questions regarding products and pricing, the Supplier Contact Information can be found at:

[Caterpillar Inc.: Contract 092222-CAT | Sourcewell \(sourcewell-mn.gov\)](#)

**Solicitation Number: RFP #092222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and will not be obligated to provide Equipment, Products, or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Supplier may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited

assignment will be invalid. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar dealers for performance without Sourcewell's prior written consent.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier's Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Caterpillar Inc.

DocuSigned by:
Jeremy Schwartz
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DocuSigned by:
Jaime Mineart
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By: _____

By: _____

Jeremy Schwartz

Jaime Mineart

Title: Chief Procurement Officer

Title: Vice President & General Manager
Retail Electric Power Solutions

12/6/2022 | 4:51 PM CST

12/6/2022 | 6:57 PM PST

Date: _____

Date: _____

Approved:

DocuSigned by:
Chad Coauette
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By: _____

Chad Coauette

Title: Executive Director/CEO

12/6/2022 | 8:58 PM CST

Date: _____

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name: Caterpillar
Address: 5205 N O'Connor Blvd
Irving, TX 75039
Contact: Jaime Mineart
Email: Mineart_Jaime_M@cat.com
Phone: 309-208-8238
Fax: 847-212-8020
HST#:

Submission Details

Created On: Thursday August 04, 2022 09:20:25
Submitted On: Thursday September 22, 2022 11:48:50
Submitted By: Jaime Mineart
Email: Mineart_Jaime_M@cat.com
Transaction #: 7d158290-a935-4ffc-acc0-efaa11d1bfb4
Submitter's IP Address: 198.180.154.20

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * |
|-----------|--|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Caterpillar Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | N/A |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | N/A |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 11083 |
| 5 | Proposer Physical Address: | 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 |
| 6 | Proposer website address (or addresses): | https://www.caterpillar.com/ , https://www.cat.com/en_US.html |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Authorized Rep: Jaime Mineart Title: Vice President & General Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Mineart_Jaime_M@cat.com Phone: (309) 208-8238 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Primary Contact: Nicole Warnstedt Title: Territory Sales Manager Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Warnstedt_nicole_a@cat.com Phone: (847) 212-8020 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Other Contact: Steve Turner Title: Americas Sales Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Turner_Stephen_M@cat.com Phone: (309) 208-8238 |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
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| <p>10</p> | <p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p> | <p>Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support.</p> <p>The key to this satisfaction is two-fold: build the best products and empower our dealers to offer the best support. Through this combination, we are proud to prove that our products offer the best value to our customers regardless of where they are located.</p> <p>Caterpillar produced its first diesel engine in 1939. In 1953, Caterpillar created a division dedicated to the specific needs of a broad range of diesel engine customers, including power generation. In 2021, the Energy & Transportation segment including all Power Generation divisions contributed more than \$20.2 Billion of revenue globally for Caterpillar Inc. with more than \$7.6 Billion in North America alone.</p> <p>Since the founding, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will purchase another one.</p> <p>Caterpillar has a robust Code of Conduct that can be found at Caterpillar Code of Conduct Caterpillar Values in Action. Here is a quote from Jim Umpleby, Caterpillar Chief Executive Officer, summarizing this code and its significance in Caterpillar culture. "We are proud that the people on our team come from across the globe, with diverse backgrounds, experiences, and perspectives. This diverse culture and character make us stronger. What unites us within this diversity is a common set of Values; that we are not just accountable for the work we do; we also care deeply about how we do it. Our Code of Conduct defines those Values in action –what we stand for and how we conduct ourselves with our customers, suppliers and one another. Its purpose is not to provide a set of rules that covers every situation or challenge we may face, but to guide us in living those values every day. The Code of Conduct explains what Integrity, Excellence, Teamwork, Commitment and Sustainability mean to us and how we use these Values to make sound, ethical decisions. Our Code of Conduct is one of the most important documents we produce at Caterpillar.</p> <p>We can prove measurable advantages in total owning and operating costs as well as tangible benefits in terms of standard safety features, telematic information sharing, and many training, and application support services offered by our dealers.</p> |
| <p>11</p> | <p>What are your company's expectations in the event of an award?</p> | <p>Caterpillar is honored to have served Sourcewell and its members who have purchased Cat construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar is the top contributor to generator sales in our current Power Generation and Services contract 120617-CAT. Together with the Machine contract, we look forward to the opportunity to further grow business and serve member needs together in this new Power Generation contract. With average 20-30% growth over the past 5 years, we will be dedicated to continuing with this annual growth.</p> |

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| 12 | <p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p> | <p>Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is "mid-A" rated by S&P and Fitch and has a "low-A" rating with a positive outlook from Moody's. Maintaining our "mid-A" credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors.</p> <p>Please see 2021 Investor Presentation which provides additional details about our financial position. The full text of the SEC filing documents can be found on our public website: https://investors.caterpillar.com/financials/sec-filings/default.aspx.</p> <p>In 2021 full year sales and revenues were \$50.971B. Enterprise operating cash Flow was \$7.2B. During the year, the company paid dividends of \$2.33B and repurchased \$2.67B of Caterpillar common stock. Liquidity remained strong with an enterprise cash balance of \$9.25B at the end of 2021. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE:CAT) reached the 27th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&P 500 index and must have a market capitalization of at least \$3B to qualify as a Dividend Aristocrat.</p> |
| 13 | <p>What is your US market share for the solutions that you are proposing?</p> | <p>Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.</p> |
| 14 | <p>What is your Canadian market share for the solutions that you are proposing?</p> | <p>Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.</p> |
| 15 | <p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p> | <p>No, Caterpillar has never filed for bankruptcy.</p> |
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Caterpillar is a world class manufacturer which distributes products through a vast and capable dealer network. Our dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe our dealers have the largest amount of service parts available in their inventory.</p> <p>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to our dealers. The dealers then sell those products to customers. Caterpillar does not sell directly to state and local governments.</p> <p>Though we will sign this contract as a manufacturer, our dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales occurring out the terms of this agreement.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 120617-CAT and 062320-CAT). They have all been trained on contract usage. In fact, the current Electric Power contract is leveraged by at least 75% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.</p> |
| 17 | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p> | <p>Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.</p> |

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| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Caterpillar has not been suspended or disbarred in trading history. |
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Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.</p> <p>Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China) 2020 China Good Companies: Industry Leadership – Jiemian.com (China) Cat® G3520 Fast-Response, Natural Gas Generator Set Earns Gold Award in Consulting-Specifying Engineer's 2021 Product of the Year Competition</p> |
| 20 | What percentage of your sales are to the governmental sector in the past three years | <p>The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.</p> |

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| 21 | What percentage of your sales are to the education sector in the past three years | The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%. | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Cat dealers typically hold contracts with states and provinces. Additionally, we are contract holders with OMNIA. Just as we would never share Sourcewell transaction information with other cooperatives, we feel it is inappropriate to share volumes with those contracts. | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Listed below are the current Power Generation GSA contracts that Caterpillar holds: SIN 335999 Power Distribution Equipment: 2020=\$736,134 2021=\$1,353,905 2022 = as of today \$285,951 Contract Number: GS07F5666R (Future sales will be under new contract: GS30F0018U) | * |

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|------------------------------------|-----------------|----------------|---|
| City of Ogden | Monica Kapp | 801-430-2308 | * |
| United Water Conservation District | Chris Hendricks | 805-415-1554 | * |
| Renewable Water Resources | Brent Rhymer | 864-299-4000 | * |

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|----------------------------------|---------------|---------------------|-----------------------------------|--|----------------------------------|---|
| City of Charlotte | Government | North Carolina - NC | A city local to North Carolina | Purchased 16 units (specific to EP products) | \$2,545,112 | * |
| Manatee County | Government | Florida - FL | A county local to Florida | Purchased 9 units (specific to EP products) | \$1,463,479 | * |
| Bonita Springs Utilities | Government | Florida - FL | A city local to Florida | Purchased 2 units (specific to EP products) | \$1,388,444 | * |
| University of Florida | Government | Florida - FL | College in Gainesville, Florida | Purchased 3 units (specific to EP products) | \$1,199,583 | * |
| City of Raleigh Public Utilities | Government | North Carolina - NC | Water and sanitary sewer services | Purchased one unit (specific to EP products) | \$1,034,177 | * |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
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| 26 | Sales force. | <p>The Cat dealer salesforce is the most capable and highly trained in the industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. This person is offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In addition, dealers also have electric power specialists located in house to work with customers on all aspects of their power generation business.</p> <p>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p> |
| 27 | Dealer network or other distribution methods. | <p>The Cat dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and locations map in the attached "Cat Dealer Directory". Cat dealers are independently owned and many cover an entire state or province. In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state). Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations our governmental customers can use.</p> <p>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers and customers in the governmental industry. Dealers have trained specialists that cover many industries. Many of our dealer sales reps sell more than 50% of their sales through Sourcewell. To support these dealers and specialists in the field, Caterpillar has an electric power division with 30+ dedicated electric power territory managers dedicated to training and focused on the electric power industry. To help with Sourcewell sales, we have a dedicated sales rep, Nicole Warnstedt, who is expert on co-operative purchasing for the power generation group as well as an intern to assist with day to day tasks. Caterpillar also pulls together the electric power specialists into a Dealer Advisory group to have a continuous feedback loop on industry trends and to collaborate on future new product introductions.</p> <p>Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and their product support sales reps are well versed in working with government entities.</p> <p>Please refer to the Cat dealer locations list and map included in "Additional Documents".</p> |

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| <p>28</p> | <p>Service force.</p> | <p>At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big", we are able to keep the pipeline of high quality employees full.</p> <p>In addition to the technicians and mechanics that work on the generators directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. Historically, we have exceeded our 95% 2-hour response rate target in responding to dealer service inquiries.</p> |
| <p>29</p> | <p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p> | <p>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:</p> <ol style="list-style-type: none"> 1) When a member decides to purchase a new Cat Generator, they include the contract number and their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the generator. 3) After the generator has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. <p>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.</p> |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a generator, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar has a standard warranty to address. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products.</p> <p>With an abundance of Caterpillar Network service locations (over 468 locations) including an estimated sales and service team of 53,000, 8,000 service bays, and 8,500 field service trucks, our highly skilled/trained Caterpillar dealer technicians are in close proximity to Sourcewell customers within the US and Canada. The Caterpillar network provides unmatched service capabilities to meet customer servicing requirements.</p> <p>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar.</p> <p>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.</p> <p>Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs:</p> <ul style="list-style-type: none"> -Cat Inspect -Condition Monitoring -Customer Support Agreements -S-O-S Services (fluid analysis) |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | We are happy to serve all geographic areas and all Sourcewell member sectors with in the United States with our complete product and service offerings. Caterpillar has successfully utilized Sourcewell to sell generators in all states. |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | We are happy to serve all geographic areas and all Sourcewell member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and are actively encouraging its use. Caterpillar currently has Canada Sourcewell growth in our Canada Dealer's 2023 Growth Plans. We have gained momentum with our current contract 120617-CAT in Canada. |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | We are happy to serve all geographic areas of the United States and Canada. |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | <p>We are happy to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts.</p> |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories. |

Table 7: Marketing Plan

| Line Item | Question | Response * |
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| <p>36</p> | <p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p> | <p>Caterpillar is committed to cooperating with Sourcewell to fully and continually train our 53,000+ management and sales staff within the dealer network to ensure maximum awareness and embracement of our Sourcewell contract. To show our commitment, we have engaged to deploy the proven ability of the Government Solutions Team, LLC (GST) of Lebanon, Tennessee to train and further support our sales management and dealer network in the event of a contract award in this RFP process. GST's extensive knowledge and understanding of the Sourcewell statues, history and processes will be our continual priority in the support and education of our distribution channel. GST builds Sourcewell awareness and enthusiasm within our dealer network. Consistent remote and on-site dealer training at regional and national dealer meetings will continue to lead to exemplary sales growth of our proposed Sourcewell contract. GST also staffs a Dealer Support Specialist who is dedicated to assisting sales reps with their questions and needs. Caterpillar is also listed as a strategic supplier partner for National Cooperative Purchasing Partners (NCP), the professional association for cooperative procurement.</p> <p>Documentation and training regarding Sourcewell projects are available on our internal dealer website. Caterpillar also does onsite and virtual training for dealers to educate and drive Sourcewell growth.</p> <p>Our current marketing strategy with Sourcewell contract 120617-CAT proves to be effective with year-over-year sales growth. Since inception of Caterpillar's Sourcewell contracts, 3,015 Caterpillar generators have been sold leveraging the Sourcewell contract. Should we be fortunate enough to be awarded a contract for Energy Generation in response to RFP #092222, we will proudly announce the award publicly through our multiple customer-facing touchpoints to include but not limited to:</p> <ol style="list-style-type: none"> 1) Press Release 2) Announcement in monthly Electric Power customer e-newsletter: 3) Feature on cat.com cooperative purchasing focused webpage: https://www.cat.com/en_US/articles/electric-power/sourcewell-cooperative-purchasing.html 4) Announcement on Cat Electric Power social media channels (FB, LinkedIn, Twitter) 5) Sourcewell promotion at industry events we attend where the audience includes non-profits and government within the SLED market including schools, landfill, and water/sewer treatment applications. Examples of 2022 events where GST representatives attended in support of Caterpillar and Sourcewell included American Public Works Association (PWX), Wastecon, WasteExpo, Water Environment Federation's Technical Exhibition and Conference (WEFTEC), Government Fleet Expo (GFX), National Institute of Government Procurement (NIGP), California Association of Public Procurement Officials (CAPPO), National Association of County Engineers (NACE) and American Public Works Association (APWA) Snow Conference. 6) Update promotional literature 7) Dealer awareness promotional events |
| <p>37</p> | <p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p> | <p>Caterpillar and the Cat dealer network are leaders in using emerging technologies to reach our customers. We manage several social media platforms and can target governmental segments. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines they own.</p> <p>Caterpillar has teams of people who handle leads from Cat.com to grow and enhance online presence. Cat Electric Power has an online portal that has ability for customers to size a unit and view inventory. Our dealers have resources for lead generation from third party databases to understand which opportunities are coming in the governmental and non-profit section. Our dealers utilize these resources plus Caterpillar Inc. resources to focus and drive and understand pipeline of opportunity that we can promote the Sourcewell solution through.</p> |
| <p>38</p> | <p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p> | <p>Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.</p> <p>In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.</p> |

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| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers.</p> <p>We enable customers to size and configure our less complex products, view available inventory, and engage dealers online at power.cat.com. Our larger products are complex and often custom-configured. A consultative salesperson is integral to ensuring that generator sets are configured and built to perform well in their expected duties. For this reason, we only include our less complex products online. We encourage our independent dealers to offer options beyond those from Caterpillar. Sourcwell members are free to use those options.</p> |
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Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|---|--|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>All dealers offer basic operation, safety, and maintenance training with every sale. All Caterpillar operation and maintenance manuals provided with our equipment have instructions for safe operation of our equipment. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and if would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas - operation, safety, and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.</p> |

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| <p>41</p> | <p>Describe any technological advances that your proposed products or services offer.</p> | <p>Technology is a key product differentiator for Caterpillar. To describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies specific to products in this RFP are listed below. More details are available on our product pages on www.cat.com.</p> <ol style="list-style-type: none"> 1. Cat Remote Asset Monitoring and telematics are available on every generator. Generators smaller than C32 come equipped with Product Link devices which allow ease of setup for monitoring. This allows customers and dealers to monitor generator health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime. 2. Caterpillar has invested in controller technology for generators, offering our EMCP 4.4 control panel for most generator offerings. This controller has an easy-to-use interface and allows for paralleling of multiple units, creating redundancies and allowing customers even more protection against outages. 3. Caterpillar equips every Tier 4 Interim/Stage IIIB engine with ACERT™ technology with an ideal combination of electronic, fuel, air and aftertreatment components, based on engine size, the type of application and the geographic location in which it will work. Applying technologies systematically and strategically optimizes them to meet our customers' high expectations for productivity, fuel efficiency, reliability, and service life. The right technology fine-tuned for the right application results in improved fuel efficiency, boosted power and performance across applications, no additional space requirements, and reduced emissions with up to 90 percent reduction in particulate matter (pm) and 50 percent reduction in oxides of nitrogen (NOx). 4. As the global climate changes, more companies are turning to sustainable solutions to help lower their carbon footprint. Renewable hydrogen and hydrogen blends are among several alternative fuels customers are considering achieving their sustainability goals. Leveraging 35 years of expertise in hydrogen technologies across multiple end markets, Caterpillar continues to improve the performance of hydrogen-fueled power technologies with minimal impacts on maintenance costs and schedules, availability, and operations. 5. Caterpillar offers a full range of Cat® Microgrid projects from 10kW to 100MW through our global dealer network. The projects would include an integrated or standalone solution using solar, energy storage and/or diesel/gas generator sets. We can also offer monitoring services for our projects. The solutions are all module and scalable. Our CAT dealers can offer product upgrades, financing services, warranties, service agreements, and parts availability. We will customize our microgrid technologies to meet your business and industry needs. 6. In 2022, Caterpillar acquired Tangent Energy Solutions, an Energy-as-a-service company. Tangent provides customers with turnkey solutions for reducing energy costs, increasing energy efficiency, reducing emissions, monetizing electric grid support and providing resiliency for customer operations. Tangent Energy's proprietary software solutions monitor patterns from grid and client facilities, analyze opportunities in energy markets, and then dispatch resources to maximize return without disrupting normal business operations. |
| <p>42</p> | <p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p> | <p>At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day - it is one of Caterpillar's core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth.</p> <p>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability at Caterpillar, please visit our 2021 Sustainability Report found at Caterpillar 2021 Sustainability Report.</p> <p>Caterpillar has recently acquired Tangent Energy Solutions. Tangent is an energy-as-a-service company that provides expertise to customers in structuring and developing projects that monetize their power generation assets. This capability increases a customer's financial rationale for new installations and, at the same time, increases power reliability and supports their ESG (Environmental, Social and Governance) initiatives. This investment increases our ability to participate in the growing utility sector and sell more electric power products. Electrification and Decarbonization are major growing trends in our energy space. Tangent can help with the reliability of power that customers are looking for while simplifying the power systems as we move forward through this Energy Transition</p> |

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| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Plants certified with ISO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Mapleton - 14001:2004 self-certification issued Jan 2013 4) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 5) Reman Services - Franklin - ISO 14001:2004-May 2017 <p>Certifications specific to EP product manufacturing:</p> <ol style="list-style-type: none"> 1) Lafayette, IN – ISO 9001: 2015- Nov 2020 2) Griffin, GA – ISO 9001:2015 – Feb 2021 3) Seguin, TX- ISO 9001:2015 |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | <p>Two CAT dealers in NA are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director.</p> <p>One of the more recognized initiatives within Caterpillar’s Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.</p> <p>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.</p> <p>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for divers supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.</p> <p>A full report on Caterpillar Diversity and Inclusion can be found at Caterpillar Caterpillar 2021 Diversity & Inclusion Report Highlights Progress with Growth in Diverse Populations.</p> |

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| <p>45</p> | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: CAT products deliver the best value for the money. We are happy to demonstrate to customers that our generators offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.</p> <p>EXTENDED SERVICE COVERAGE To show the value that we place on this proposed contract, we will continue to offer a complimentary Gold and Platinum Extended Service Coverage on most models when purchased through the Sourcewell contract. Details on these offerings can be found in flyers included in Attachments.</p> <p>CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each generator has industry-leading features that strive to minimize the possibility for accidents. Some examples include:</p> <ul style="list-style-type: none"> - UL2200 Certified – all units include guards over rotating compartments, safety shutdowns and alarms, and grounded wiring installations among many other safety features - Emergency Stop Button - Enclosures are lockable to allow human contact to be avoided - XQ Product has separated control panel to allow a member to not have to go in enclosure to make generator adjustments - XQ also has cover over customer connections and circuit breaker trips when opened. - NFPA 110 – Level 1 Life Safety saves lives of people who are in hospitals, nursing homes, etc. by requiring startup in X seconds. - IBC – certified against earthquakes <p>All certifications on our products are listed here: AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.</p> <p>Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety.</p> <p>DEALERSHIP ATTRIBUTES: Back up power is a critical asset of many Sourcewell members. Caterpillar dealers bring a unique solution to provide second to none service to our customers. Unlike competitors, our dealers own their own rental fleet and make available as needed. Even with stationary products, we have options to provide back up rentals to best serve Sourcewell's members when emergencies occur. Our vast dealer network with 800 locations is positioned to service both urban and rural areas throughout the US and Canada.</p> <p>PRODUCT ATTRIBUTES: Over the last five years, Caterpillar has invested in a product that is lower capex cost for the public and non-profit industry sector. This new line of generators, our GC models, involved a redesign of 15 of our current generator offerings, which created an average cost reduction of 10-15%. The cost savings is driven by offering fewer options on these models without sacrificing Caterpillar quality.</p> |
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts and labor with fewer exclusions than our competitors. Please see our "EP Warranty Statement SELF5731-01." | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent. | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Caterpillar warranties cover the cost of replacement parts and the labor to install them. They sometimes cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | We have no geography restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Warranty service for generator ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as battery chargers, are covered under their manufacturers' warranties | * |
| 51 | What are your proposed exchange and return programs and policies? | We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections. | * |
| 52 | Describe any service contract options for the items included in your proposal. | <p>We have a large variety of service contract options which can all be customized according to customer needs and at least equal to local competition. More solutions are available and we encourage members and dealers to explore all options.</p> <p>Customer Value Agreements (CVA's): A member may choose to enter an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member's situational and local needs, including some standard options as well. For instance, all units under 1250kW have standard parts kits available. Examples of options that can be included in a CVA are:</p> <ol style="list-style-type: none"> 1. Condition Monitoring 2. Load Bank Testing 3. Extended Service Coverages <p>CVA's are a useful tool for members to better manage their budget. Most CVA's are bundled at the time of purchase; however, they may be added at any time.</p> | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 53 | Describe your payment terms and accepted payment methods. | Cat dealers are independently owned businesses. As such their payment terms vary, but all will be agreed upon at the PO level. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Caterpillar's wholly owned subsidiary, Caterpillar Financial offers Sourcewell members leasing and finance products at below market interest rates. The total interest charged is normally less than the total cost of issuing a bond. Often these leasing/financing options may not require voter approval as with bond issuance. These products also let Sourcewell members cancel their contracts without penalty (on the last day of the appropriations period) if funding is not approved for the following year. Lending terms and conditions are transparent to all Sourcewell members upon quotation. | * |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Cat dealers are independently owned businesses. As such their standard transaction documents will vary. | * |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed. | * |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * |
|-----------|---|--|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Our pricing model is simple. We offer a deep discount off the current generator list prices to all Sourcewell members. Overall pricing from published list price is discounted up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. We have provided reference pricing in the document entitled "Caterpillar Gen Disc List RFP August 2022." |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | The discounts are off of the current generator list prices. Our discount ranges varies between 10 - 40% off of the list price depending on the product family. |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and /or services at their discretion. |
| 60 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell contract number and member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient. |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Generators are unique in their requirements, and often require specialized startup/installation which can be determined with the dealer at the PO level. When a dealer issues a quote for a generator, any additional costs will be itemized separately and are not subject to the Sourcewell discount. |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | There is no additional cost to members who choose to pick up their generator from the Cat dealer. Freight and delivery charges will be determined and assessed at each project. |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their generator from their Cat dealer. Freight and delivery charges will be determined and assessed at each project. |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Generators are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|--|
| 65 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | This proposed contract is priced to be our go-to-market strategy across the US and Canada. We have included a complimentary extended warranty for most models when purchased through our proposed Sourcewell contract. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | <p>We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.</p> <p>Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #120617-CAT) is working well.</p> <p>The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach Sourcewell members purchasing prices per the Sourcewell contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as a Sourcewell sale on their order and they must also fill out a report to the Caterpillar designated Sourcewell custodian, Nicole Warnstedt, including the product order number and Sourcewell member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to Sourcewell. To ensure correct pricing and auditing, Caterpillar has created a focus program that dealers can use on their quotes. This focus program automatically populates associated discount levels. The Caterpillar designated Sourcewell custodian, Nicole Warnstedt, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to Sourcewell members as well as the quarterly administration fee process.</p> |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | In the event of an award, we will continue to measure the percentage of sales that are sold through the Sourcewell contract, dealer participation with the contract, total number of gensets sold and program growth year over year. |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | We propose an administrative fee to Sourcewell of 1% of transaction price of any new Caterpillar generators sold through this contract. Caterpillar will pay this fee to Sourcewell and not impose related charges to our dealers or members. |

Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
|-----------|--|---|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Caterpillar is proposing an extensive alternative energy solutions offering including: 1) a full line of diesel and natural gas packaged generator sets from 20 to 4000 kW 2) a line of price point configured diesel generator sets up to 1250 kW and 3) Microgrid solar and battery energy solutions.</p> <p>The following key Caterpillar product categories are included in this response: Stationary Diesel Packaged Generator Sets Stationary Natural Gas Packaged Generator Sets Mobile Diesel Packaged Generator Sets (XQ Products with Trailers) Control Panels Switchgear Automatic Transfer Switches Microgrid Components Leasing and Financing</p> <p>The Caterpillar Dealer Network can also offer custom shop work, installation, “turn-key” solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, engineering, leasing, financing and general contracting labor. To further enhance the Sourcewell members’ product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements and maintenance agreements.</p> |
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | N/A |

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
|-----------|--|--|----------|
| 71 | Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |
| 72 | Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |
| 73 | Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Caterpillar Gen Disc List RFP August 2022.xlsx - Tuesday September 20, 2022 15:56:47
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday September 20, 2022 15:58:41
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday September 20, 2022 15:59:03
 - WM8E/M8E/S8E or Related Certificates (optional)
 - [Warranty Information](#) - SELF5743-01_.pdf - Tuesday September 20, 2022 15:57:54
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Tuesday September 20, 2022 15:59:30
 - [Upload Additional Document](#) - Additional.zip - Tuesday September 20, 2022 15:59:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jaime Mineart, Vice President & General Manager, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| Addendum_4_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM | <input checked="" type="checkbox"/> | 1 |

Caterpillar Sourcewell Member Discounts

All Discounts listed are for "Standby Ratings only unless otherwise stated".

| Stationary Diesel | | List Price Discount |
|---|--|----------------------------|
| C2.2, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C2.2PGABR" Caterpillar Price List) | | |
| D20 - 20 kW | | 24% |
| D25 - 25 kW | | 24% |
| D30 - 30 kW | | 24% |
| C4.4, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List) | | |
| D40 - 40 kW | | 31% |
| D50 - 50 kW | | 31% |
| D60 - 60 kW | | 31% |
| C4.4, 60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List) | | |
| D80 - 80 kW | | 31% |
| D100 - 100 kW | | 31% |
| C4.4 GC, 60 HZ, 40 - 100 kW Diesel (Reference the "C4.4 GCABR" Caterpillar Price List) | | |
| D40 - 40 kW | | 31% |
| D50 - 50 kW | | 31% |
| D60 - 60 kW | | 31% |
| D80 - 80 kW | | 31% |
| D100 - 100 kW | | 31% |
| C7.1, 60 HZ, 125 - 200 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List) | | |
| D125 - 125 kW | | 35% |
| D150 - 150 kW | | 35% |
| D175 - 175 kW | | 35% |
| D200 - 200 kW | | 35% |
| C7.1 GC, 60 HZ, 125 - 200 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List) | | |
| D125 - 125 kW | | 31% |
| D150 - 150 kW | | 31% |
| D175 - 175 kW | | 31% |
| D200 - 200 kW | | 31% |
| C9, 60 HZ, 250 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGABR" Caterpillar Price List) | | |
| 250 kW | | 37% |
| 300 kW | | 37% |
| C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List) | | |
| 250 kW | | 31% |
| 300 kW | | 31% |
| C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM/PGABR" Caterpillar Price List) | | |
| 350 kW | | 37% |
| 400 kW | | 37% |
| C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List) | | |
| 350 kW | | 31% |
| 400 kW | | 31% |
| C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM/PGABR" Caterpillar Price List) | | |
| 350 kW | | 37% |
| 400 kW | | 37% |
| 450 kW | | 37% |
| 500 kW | | 37% |
| C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List) | | |
| 350 kW | | 31% |
| 400 kW | | 31% |
| 450 kW | | 31% |
| 500 kW | | 31% |
| C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List) | | |
| 550 kW | | 37% |
| 600 kW | | 37% |
| 650 kW | | 33% |
| 700 kW | | 33% |
| 750 kW | | 33% |
| Caterpillar: Confidential Green | | |
| C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List) | | |

| | |
|---|-----|
| 550 kW | 31% |
| 600 kW | 31% |
| C18, 60 HZ, EPA Tier 4f, - 455 kW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List) | |
| 455 kW Prime Power | 21% |
| 500 kW | 21% |
| C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List) | |
| 750 kW | 32% |
| 800 kW | 32% |
| C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List) | |
| 1000 kW | 33% |
| 1100 kW | 25% |
| 1250 kW | 34% |
| C27 GC, 60 HZ, 800 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List) | |
| D800 kW | 31% |
| C32 GC, 60 HZ, 1000 - 1250 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List) | |
| D1000 kW | 31% |
| D1250 kW | 31% |
| 3512C, 60 HZ, 1500 - 1750 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3512PGFL/PGJL" Caterpillar Price List) | |
| 1500 kW | 36% |
| 1750 kW | 33% |
| 3516C/3516E, 60 HZ, 2000 - 3000 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL/PGJL" Caterpillar Price List) | |
| 2000 kW | 40% |
| 2250 kW | 36% |
| 2500 kW | 36% |
| 2750 kW | 33% |
| 3000 kW | 33% |
| 3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL/PGJL" Caterpillar Price List) | |
| 2000 kW | 20% |
| 2500 kW | 20% |
| C175-16, 60 HZ, 3000-3100 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL/PGBL" Caterpillar Price List) | |
| 3000 kW | 29% |
| 3100 kW | 29% |
| C175-16 T4F, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL/PGBL" Caterpillar Price List) | |
| 3000 kW | 20% |
| C175-20, 60 HZ, 3900 - 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL/PGBL" Caterpillar Price List) | |
| 3900 kW | 24% |
| 4000 kW | 24% |
| G80, 40 - 80 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGABR" Caterpillar Price List) | |
| DG40 - 45kW | 23% |
| DG50 - 60kW | 23% |
| DG70 - 80kW | 23% |
| G200, 100 - 200 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G200PGABR" Caterpillar Price List) | |
| DG100 - 200 kW | 25% |
| G14.2, 175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List) | |
| DG175 - 300kW | 26% |
| G21.9, 350 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAN" Caterpillar Price List) | |
| DG350 - 350 kW | 26% |
| DG400 - 400 kW | 26% |
| DG450 - 450 kW | 26% |
| CG18, 60 Hz, 350 - 500 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-CG18 PGAM" Caterpillar Price List) | |
| DG350 kW | 37% |
| DG400 kW | 37% |
| DG450 kW | 37% |

Confidential Green

| | |
|---|-----|
| DG500 kW | 37% |
| G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412NPG/NGG" Caterpillar Price List) | |
| 375 kW | 21% |
| 450 kW | 21% |
| 500 kW | 21% |
| G3512 60 HZ, 750 - 1250 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NPL/NRL" Caterpillar Price List) | |
| 750 kW | 21% |
| 1000 kW | 21% |
| 1250 kW | 21% |
| G3516 60 HZ, 1500kW Natural Gas (Reference the "PSNA-EPG-F_G3516NRL" Caterpillar Price List) | |
| 1500kw | 21% |
| G3516 60 HZ, 1500kW Natural Gas (Reference the "PSNA-EPG-F_G3516NQL" Caterpillar Price List) | |
| 1500kw | 21% |
| G3516A 60 HZ, Natural Gas (Reference the "PSNA-EPG-F_G3516ANQL" Caterpillar Price List) | |
| All | 21% |
| G3516H 60 HZ, 1966 kW Natural Gas (Reference the "PSNA-EPG-F_G3516HNPL" Caterpillar Price List) | |
| All | 21% |
| G3520H 60 HZ, 2.0 - 2.6 MW Natural Gas (Reference the "PSNA-EPG-F_G3520HNPL" Caterpillar Price List) | |
| 2.0 - 2.6MW | 21% |
| G3520 Fast Start 60 HZ, 2.0 - 2.6 MW Natural Gas (Reference the "PSNA-EPG-F_G3520NPL" Caterpillar Price List) | |
| 2.0 - 2.6MW | 21% |
| G3520C 60 HZ, Natural Gas 2.0 - 2.6 MW (Reference the "PSNA-EPG-F_G3520CLGL/CLPL" Caterpillar Price List) | |
| 2.0 - 2.6 MW | 21% |
| G3520H 60 HZ, Natural Gas 2.0 - 2.6 MW (Reference the "PSNA-EPG-F_G3520CNPL" Caterpillar Price List) | |
| 2.0 - 2.6 MW | 21% |
| G3520 60 HZ, Natural Gas 2.0 - 2.6 MW (Reference the "PSNA-EPG-F_G3520NRL" Caterpillar Price List) | |
| 2.0 - 2.6 MW | 21% |
| XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List) | |
| 27 kW Prime Power | 21% |
| 30 kW | 21% |
| XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List) | |
| 48 kW Prime Power | 21% |
| XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List) | |
| 100 kW Prime Power | 21% |
| 110 kW | 21% |
| XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List) | |
| 182 kW Prime Power | 21% |
| 200 kW Prime Power | 21% |
| XQ330, 60 HZ, 330 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List) | |
| 264 kW Prime Power | 21% |
| 288 kW Prime Power | 21% |
| XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List) | |
| 340 kW Prime Power | 21% |
| XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List) | |
| 455 kW Prime Power | 21% |
| XQ1140, 60 HZ, 1140 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List) | |
| 910 kW Prime Power | 21% |
| XQ2280, 60 HZ, 2280 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List) | |

| | |
|---|-----|
| 1825 kW Prime Power | 21% |
| Switchgear (customizable) <i>Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a 12% discount off of the configured list price from each member's local dealer.</i> | 12% |
| Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List) | |
| Epic - Master Control Panel | 10% |
| Epic - Generator Control Panel | 10% |
| Epic - Utility Control Panel | 10% |
| Supervisory Control Panel (Reference the "PSNA-EPG-F_CATSCP" Price List) | |
| EMCP 4.4 SCP | 10% |
| Hybrid Products (Reference the "PSNA-EPG-F_CATSCP" Price List) | |
| All Hybrid Products | 22% |
| Energy Storage System | |
| XES01AN | 21% |
| ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS 2022" Price List) | |
| 235 ATS's Available | 20% |

Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided

Custom Shop Work
Installation
Engineering Services
Delivery/Freight
Training
Custom Enclosure
Custom Fuel Tank
Custom ATS
Dealer Labor
Additional/Custom Parts
General Contracting Labor
Extended Service Contracts
Maintenance Agreements

Sourcewell Member Pricing

5% off list price / typical sale price if no list price is available
5% off list price / typical sale price if no list price is available
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5% off list price / typical sale price if no list price is available
5% off list price / typical sale price if no list price is available
5% off list price / typical sale price if no list price is available
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5% off list price / typical sale price if no list price is available
5% off list price / typical sale price if no list price is available

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Rental Agreements Product & Services Multiplier

Rental Agreements Please reference the Cat Rental National Accounts contract #062320-CAT for all your rental needs.

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Used Equipment Multiplier

Rental Agreements Please reference the Cat Rental National Accounts contract #062320-CAT for all your reni







Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1418

Agenda Item #: 6b.

Submitted By: Sean Lanier

Presentation By: Tracy Taylor

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):

Approve an Agreement for Subordination of Utility Interest to the Florida Department of Transportation

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Staff requests the approval of an Agreement for Subordination of Utility Interest for two Electric Utility Easements that encumber Marion County Parcel #31962-000-00. The subordination will be granted to the Florida Department of Transportation (FDOT) to support a future expansion project of State Road 40. The City's facilities located within the easement areas include feeder poles and guy anchors. FDOT will cover all expenses related to locating, protecting, adjusting, relocating, or removing City facilities as necessary.

FINDINGS AND CONCLUSIONS:

Ocala Electric Utility staff have reviewed the agreement. Staff recommends approval.

FISCAL IMPACT:

None

PROCUREMENT REVIEW:

The Procurement and Contracting Officer has reviewed this Agreement in accordance with City policies.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with amendments
 - Table
-

- Deny

Prepared By/Return to:

Jared R. Gainey, Assistant City Attorney
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34470

Project: FDOT Subordination Agreement

Rec.

PARCEL NO. 116.2
SECTION 36080
F.P. NO. 410674-3
STATE ROAD 40
COUNTY Marion

AGREEMENT FOR SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the CITY OF OCALA, a Florida municipal corporation (“City”), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”).

WHEREAS:

- A. The City presently has interests in certain lands that have been determined necessary for a transportation facility; and
- B. The proposed use of the subject real property for a transportation facility requires subordination of the City's interest to the FDOT; and
- C. The FDOT is willing to pay to have the City's facilities located, protected, adjusted, relocated, or removed if necessary, to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the public welfare, mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Subordination of Utility / Easement Interests. City hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the City has in the real property (“Property”) described as follows:

PARCEL NO. 116

SECTION 36080

That part of:

The West 367 feet of the South 468 feet North of State Road 40, of the Southwest 1/4 of the Southeast 1/4, Section 6, Township 15 South, Range 24 East, Marion County, Florida.

(Said property being the same lands as described in Official Records Book 8137, page 685 of the Public Records of Marion County, Florida.)

further described as follows:

Commence at a 2 1/2-inch aluminum post with brass cap stamped "US DEPARTMENT OF THE INTERIOR BUR OF LAND MANAGEMENT T15S R24E C 1/4 S6 1986" marking the northwest corner of the southeast quarter of Section 6, Township 15 South, Range 24 East, Marion County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 36080, Financial Project No. 410674-3; thence run South 00°13'01" East along the west line of the southeast quarter of said Section 6, per the United States Department of the Interior Bureau of Land Management Dependent Resurvey completed in 1981, a distance of 2308.32 feet for a Point of Beginning; thence departing said west line, run South 48°26'21" East a distance of 82.73 feet; thence run South 00°26' 49" East a distance of 22.88 feet; thence run South 48°26'21" East a distance of 409.99 feet to a point on the east line of the west 367 feet of the south 468 feet of the southwest quarter of the southeast quarter of said Section 6, as monumented, and shown on said Right of Way Map; thence run South 00°40'59" West along said east line a distance of 11.22 feet to an intersection with the south line of said Section 6, in its position monumented prior to the United States Department of the Interior Bureau of Land Management Dependent Resurvey completed in 1981, as shown on the aforementioned Right of Way Map, said point being the southeast corner of the west 367 feet of the south 468 feet of the southwest quarter of the southeast quarter of said Section 6 and being marked by a 4-inch by 4-inch concrete monument with nail and disk stamped "MOORHEAD ENG PCP 899", as shown on said Right of Way Map; thence departing said east line, run South 89°43' 07" West along the south line of said Section 6 a distance of 105.27 feet to a point on the existing northerly right of way line of State Road No. 40 as shown on said Right of Way Map; thence departing said south line, run North 48°11'57" West along said existing northerly right of way line a distance of 349.58 feet to a point on the west line of the southeast quarter of said Section 6, prior to the United States Department of the Interior Bureau of Land Management Dependent Resurvey completed in 1981, as shown on said Right of Way Map; thence continue North 48°11'57" West along said existing northerly right of way line a distance of 3.18 feet to a point on the west line of the southeast quarter of said Section 6, per the United States Department of the Interior Bureau of Land Management Dependent Resurvey completed in 1981, as shown on said Right of Way Map; thence departing said existing northerly Right of Way line, run North 00°13'01" West along said west line a distance of 126.36 feet to the Point of Beginning.

Containing 0.803 acres, more or less.

1.1 The interests of the City being subordinated hereby includes the interests created by the following instruments:

| INSTRUMENT | DATE | FROM | TO | O.R. BOOK/PAGE |
|------------|-----------|--------------------|---------------|-------------------|
| Easement | 7/1/1976 | Riversites,Inc. | City of Ocala | 752/546 |
| Easement | 1/18/1977 | Clyde B. Larramore | City of Ocala | 817/416 |

2. The City shall retain all rights under the instruments identified above, provided, however, that the City’s exercise of those rights shall be in accordance with the FDOT’s standards as set forth in the FDOT’s then-current Utility Accommodation Manual, and subject to the following provisions:

2.1 The FDOT may require, for any present or future transportation facility project, that any City facilities be located, protected, adjusted, relocated, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. In the event that any such work is required by the FDOT, the FDOT hereby agrees to pay the all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein, which may require additional easement area necessary to provide for sufficient clearance for aerial facilities and vegetation management zones. The work performed pursuant to this section 2.1 shall comply with the City’s Design and Construction Standards for Electric Utility Facilities and the National Electrical Safety Code (ANSI Standard C2). Payment of the above shall not include any betterment¹ to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City. And the FDOT shall have full authority over the proceedings.

2.2 Any new construction or relocation of City facilities within the lands will be subject to prior approval by the FDOT, which shall not be unreasonably withheld. Should the FDOT fail to approve any new construction or relocation of facilities by the City or require the City to locate, protect, adjust, relocate or remove its facilities located within said lands, the FDOT hereby agrees to pay the all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein. Payment of said costs shall not include any betterment to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City and the FDOT shall have full authority over the proceedings.

2.3 The FDOT acknowledges that the City is entitled to advanced review of the proposed construction of any other utilities within the lands described herein and

¹ “Betterment” is defined as any upgrading of facilities being relocated that is not attributable to the highway construction and is made solely for the benefit of and at the election of the City.

that such utilities are required to obtain an FDOT permit which states that the new utility may not interfere with any existing utilities or with the City's rights set forth in the above referenced easements.

3. The terms of this Subordination Agreement shall supersede any contrary provisions within any utility permit issued to the City within the area of the lands described.

4. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 2 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the City's facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

(THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the FDOT has caused these presents to be executed by its duly authorized officer this _____ day of _____, _____.

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

Witness Signature

By: _____

Witness Printed Name

Print Name: _____

Witness Address:

Its: District Director of Transportation
Development for District Five

Address: 719 S. Woodland Blvd.
DeLand, FL 32720

Witness Signature

Legal Review

Witness Printed Name

By: _____
Office of the General Counsel

Witness Address:

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, on behalf of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

Personally known OR

Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

IN WITNESS WHEREOF, the CITY has caused these presents to be executed by its duly authorized officer this _____ day of _____, _____.

CITY OF OCALA, a Florida municipal corporation

ATTEST:

By: _____
City Clerk
110 SE Watula Avenue
Ocala, FL 34471

By: _____
Print Name: _____,
City Council President

Approved as to form and legality:

By: _____
City Attorney
110 SE Watula Avenue
Ocala, FL 34471

STATE OF FLORIDA

COUNTY OF MARION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20_____, by _____, as City of Ocala Council President.

Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

_____ Personally known OR
_____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

RESOLUTION 20__ - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA AUTHORIZING EXECUTION OF A SUBORDINATION OF UTILITIES AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING PROPERTY COMMONLY KNOWN AS PARCEL 116.2; DIRECTING THAT THE SIGNED RESOLUTION AND AGREEMENT BE FORWARDED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road 40, Section No. 36080, F.P. No. 410674-3 in Marion County, Florida; and

WHEREAS, it is necessary that certain easement rights presently owned by the City of Ocala, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is for transportation purposes which are in the public or community interest, is for the public welfare, and in the best interests of the City of Ocala; and

WHEREAS, the State of Florida Department of Transportation has made application to the City of Ocala to execute and deliver to the State of Florida Department of Transportation an *Agreement for Subordination of Utility Interests* in favor of the State of Florida Department of Transportation, and said request has been duly considered.

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

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of the above-described *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation and is adopted pursuant to the authority granted by Chapters 166, 334 and 335, *Florida Statutes*.

Section 3. Designation of Signatory.

The City Council of the City of Ocala, Florida hereby designates the President of the City Council as the official who is authorized to sign the *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation.

Section 4. Direction to Staff.

A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834 along with the executed *Agreement for Subordination of Utility Interests*.

Section 5. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED, with a quorum present and voting, by the City Council of the City of Ocala, Florida this _____ day of _____ 20_____.

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

By: KRISTEN M. DREYER, as
City Council President

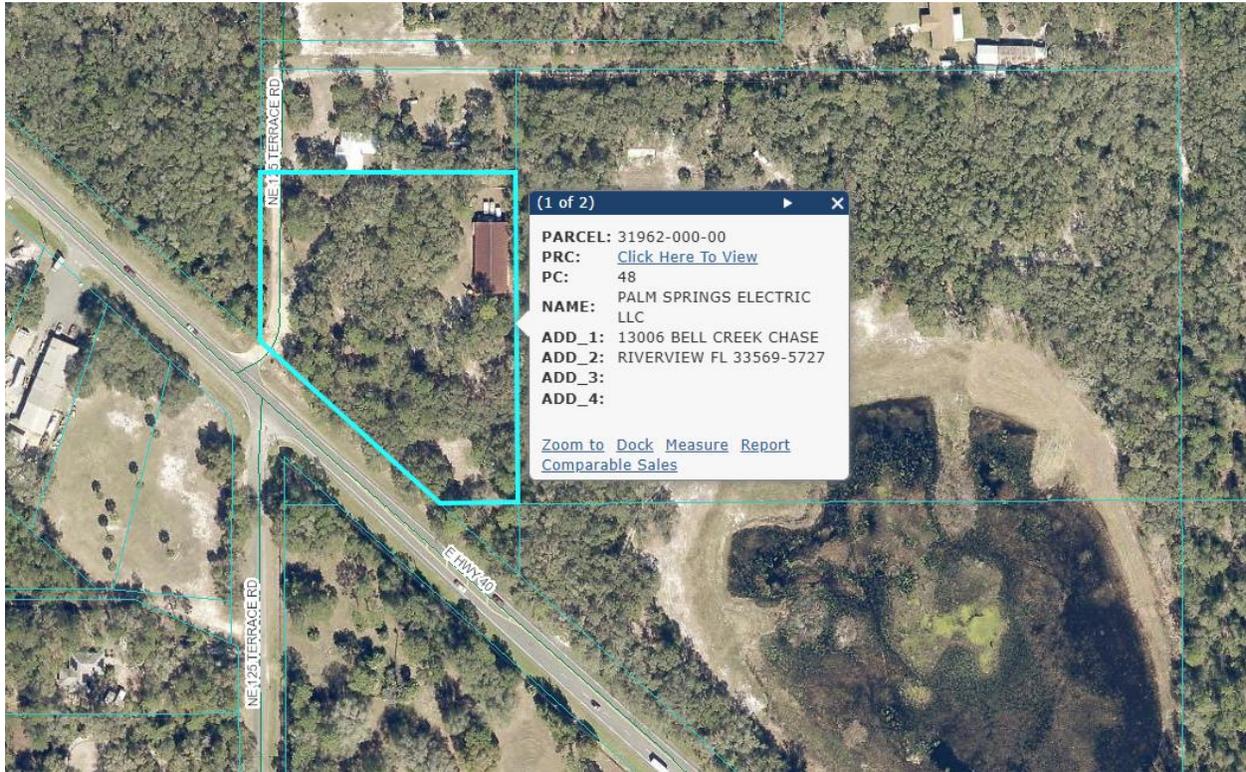
ATTEST:

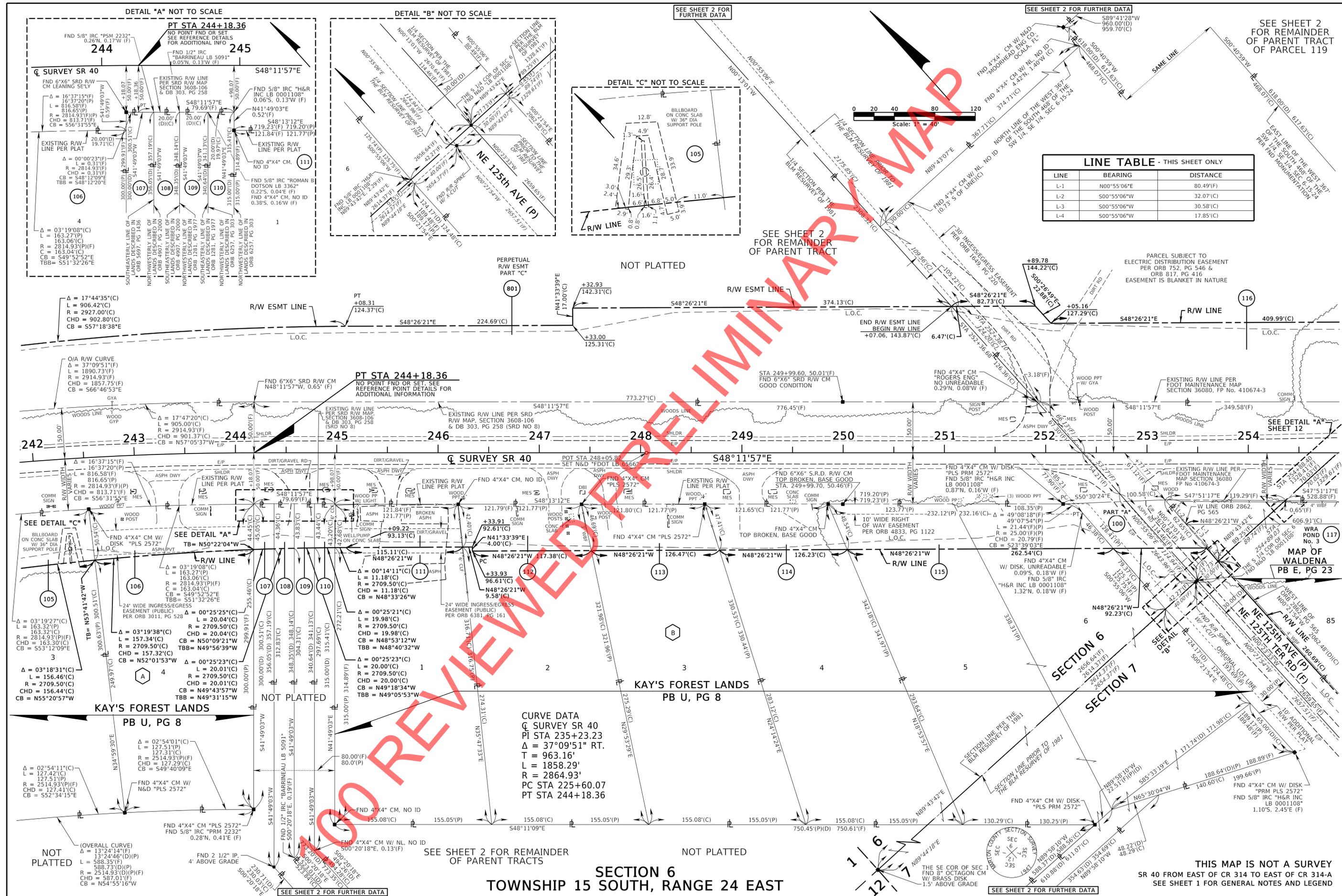
APPROVED AS TO FORM / LEGALITY:

By: ANGEL B. JACOBS, City Clerk

By: WILLIAM E. SEXTON, City Attorney

AERIAL VIEW OF PARCEL #31962-000-00





LINE TABLE - THIS SHEET ONLY

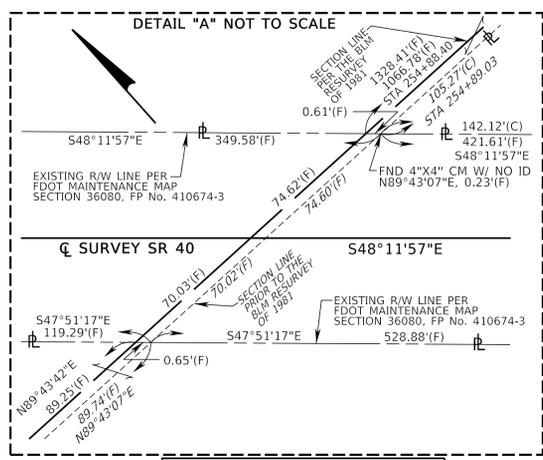
| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L-1 | N00°55'06"E | 80.49(F) |
| L-2 | S00°55'06"W | 32.07(C) |
| L-3 | S00°55'06"W | 30.58(C) |
| L-4 | S00°55'06"W | 17.85(C) |

CURVE DATA
 Q SURVEY SR 40
 PI STA 235+23.23
 Δ = 37°09'51" RT.
 T = 963.16'
 L = 1858.29'
 R = 2864.93'
 PC STA 225+60.07
 PT STA 244+18.36

PARCEL SUBJECT TO
 ELECTRIC DISTRIBUTION EASEMENT
 PER ORB 752, PG 546 &
 ORB 817, PG 416
 EASEMENT IS BLANKET IN NATURE

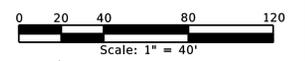
THIS MAP IS NOT A SURVEY
 SR 40 FROM EAST OF CR 314 TO EAST OF CR 314-A
 SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

| | | | | | | | | | |
|------------------|---|------------------------|----------|--------|----------|--------------|-------------------|-------------------|---|
| RIGHT OF WAY MAP | FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING | APPROVED BY | DATE | BY | DATE | FED PROJ N/A | SECTION 36080 | MAPS PREPARED BY: | DATA SOURCE: |
| | | FOR DISTRICT SECRETARY | 11/07/18 | PRELIM | R. SMITH | 07/08/13 | STATE ROAD No. 40 | MARION COUNTY | LOCHRANE ENGINEERING, INC. L.B. No. 2856 |
| | | REVISION | BY | DATE | REVISION | BY | DATE | FP No. 410674-3 | SCALE: 1" = 40' |
| | | | | | CHECKED | J. CAMPBELL | 10/29/18 | | SHEET 11 OF 45 |



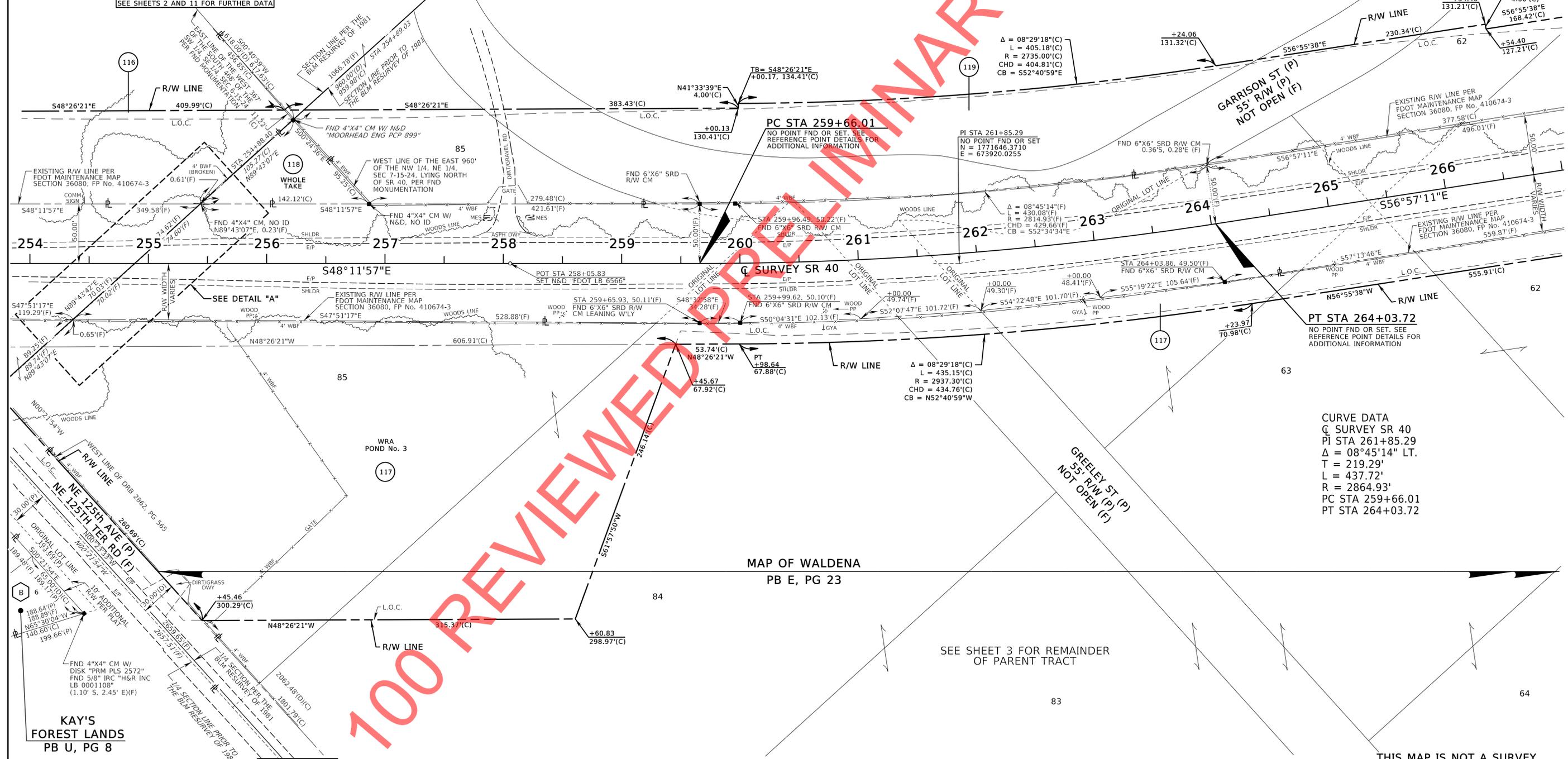
SEE SHEET 13 FOR FURTHER DATA

SEE SHEET 2 FOR REMAINDER OF PARENT TRACT



MUCK LAKE (P)

MAP OF WALDENA
PB E, PG 23



CURVE DATA
Q SURVEY SR 40
PI STA 261+85.29
 $\Delta = 08^{\circ}45'14''$ LT.
T = 219.29'
L = 437.72'
R = 2864.93'
PC STA 259+66.01
PT STA 264+03.72

MAP OF WALDENA
PB E, PG 23

SEE SHEET 3 FOR REMAINDER OF PARENT TRACT

TOWNSHIP 15 SOUTH, RANGE 24 EAST

THIS MAP IS NOT A SURVEY
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND
SR 40 FROM EAST OF CR 314 TO EAST OF CR 314-A

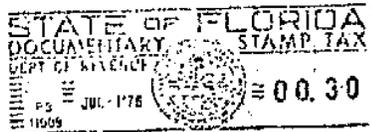
| | | | | | | | | | | | | | | |
|------------------|---|------------------------|----------|--------|----------|--------------|-------------------|--|--|----------------|--|--|--|--|
| RIGHT OF WAY MAP | FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING | APPROVED BY | DATE | BY | DATE | FED PROJ N/A | SECTION 36080 | MAPS PREPARED BY: LOCHRANE ENGINEERING, INC. L.B. No. 2856 | DATA SOURCE: SEE GENERAL NOTES SCALE: 1" = 40' | | | | | |
| | | FOR DISTRICT SECRETARY | 11/02/18 | PRELIM | R. SMITH | 07/08/13 | STATE ROAD No. 40 | MARION COUNTY | FP No. 410674-3 | SHEET 12 OF 45 | | | | |
| | | | | FINAL | R. SMITH | 10/29/18 | | | | | | | | |
| | | REVISION | BY | DATE | REVISION | BY | DATE | CHECKED | J. CAMPBELL | 10/29/18 | | | | |

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for and in consideration of the sum of One Dollar, to them in hand paid by the CITY OF OCALA, a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the CITY OF OCALA the privilege and easement to construct (an electric transmission and distribution line, either or both, over, under, and across) (water line under and across) the following described land in Marion County, Florida, to-wit:

The SW 1/4 of the SE 1/4 of Section 6, Township 15 South, Range 24 East, Except 960 feet East and West by 618 feet North and South of SE Corner thereof and Except that portion lying South of Daytona Highway.

"Said easement to be twenty (20) feet in width on, over, under and across the centerline of the completed construction."

RECORDED
MAY 27 1976



FILED
1976 JUL - 1 PM 12:04
CLERK CIRCUIT COURT
MARION COUNTY, FLA.

and to place such poles and attachments thereto, water mains and pipes under, across and on, said land as may be necessary in the construction of said line, including the right to trim, cut and keep clear of said line all trees within the easement and those trees and limbs on grantor's property outside of the easement which may endanger the same, with the right to go upon said land from time to time as may be necessary to construct, reconstruct, maintain, and repair said line. No trees or shrubbery shall be planted in or permanent structures placed or installed on said easement without the prior consent of the City of Ocala.

The undersigned hereby covenant and warrant that they own the said land and have the right to grant this easement.

In WITNESS WHEREOF, The undersigned grantors have hereunto set their hands and seals this 28th day of October, 1975.

Signed, sealed and delivered in our presence as witnesses:

RIVERSITES, INC.
Alyce B. Anderson (SEAL)

Margaret Nell Robinson (SEAL)

Wanda Anne Alvarez

STATE OF FLORIDA:
COUNTY OF MARION:

Before me, the undersigned authority, personally came and appeared

Alyce B. Anderson

to me well known as the individuals named in and who executed the forgoing instrument, and who acknowledged to me that they executed the same for the uses and purposes set forth and expressed.

WITNESS my hand and official seal this 28th day of October, 1975.

Margaret Nell Robinson
Notary Public - State of Florida

My commission expires: 11/6/75

This instrument prepared by

K. A. Morgan, Elec. Eng. Div.
P. O. Box 1270, Ocala, Florida 32670

Form 68-6
Rev. 2/26/74

Filed and recorded JUL - 1 1975 in O. R. Book 752 Page 546
Record Verified - Wanda Y. Hutchinson, Clerk of Circuit Court, Marion Co. Fla.
By G. Higginbotham D. C.

17485

EASEMENT

817 416

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for and in consideration of the sum of One Dollar, to them in hand paid by the CITY OF OCALA, a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the CITY OF OCALA the privilege and easement to construct (an electric transmission and distribution line, either or both, over, under, and across) (water line under and across) the following described land in Marion County, Florida, to-wit:

The Southwest 1/4 of the Southeast 1/4 of Section 6, Township 15 South, Range 24 East, EXCEPT 960 feet East and West by 618 feet North and South of Southeast corner thereof and EXCEPT that portion lying South of Daytona Highway and EXCEPT the North 66 feet thereof.

"Said easement to be fifteen (15) feet in width on, over, under and across the centerline of the completed construction."



FILED CLERK CIRCUIT COURT MARION COUNTY, FLA. JUN 30 11 31

and to place such poles and attachments thereto, water mains and pipes under, across and on, said land as may be necessary in the construction of said line, including the right to trim, cut and keep clear of said line all trees within the easement and those trees and limbs on grantor's property outside of the easement which may endanger the same, with the right to go upon said land from time to time as may be necessary to construct, reconstruct, maintain, and repair said line. No trees or shrubbery shall be planted in or permanent structures placed or installed on said easement without the prior consent of the CITY OF OCALA.

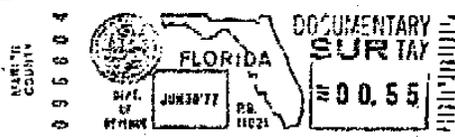
The undersigned hereby covenant and warrant that they own the said land and have the right to grant this easement.

In WITNESS WHEREOF, The undersigned grantors have hereunto set their hands and seals this 19 day of June, 1977.

Signed, sealed and delivered in our presence as witnesses:

[Signature] (SEAL)

[Signatures: Margaret Hall Robinson, Gerald H. Padgett]



STATE OF FLORIDA: COUNTY OF MARION:

Before me, the undersigned authority, personally came and appeared

Clyde B. Larramore

to me well known as the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they executed the same for the uses and purposes set forth and expressed.

WITNESS my hand and official seal this 18th day of January, 1977.

[Signature: Margaret Hall Robinson] Notary Public - State of Florida My commission expires: November 6, 1979

This instrument prepared by

K. A. Morgan, Elec. Eng. Div. P.O. Box 1270, Ocala, Florida 32670

Filed and recorded JUN 30 1977 in O.R. Book 817 Page 416 Record Verified, Francis S. Thigpen, Clerk of Circuit Court, Marion Co. Fla. By [Signature] DE



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: RES-2025-32

Agenda Item #: 6c.

Submitted By: Sean Lanier

Presentation By: Tracy Taylor

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):

Adopt Resolution 2025-32 for an Agreement for Subordination of Utility Interest to the Florida Department of Transportation

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Staff requests the approval of an Agreement for Subordination of Utility Interest for two electric utility easements that affect Marion County Parcel #31962-000-00. The subordination will be granted to the Florida Department of Transportation (FDOT) to support a future expansion project of State Road 40. The City facilities located within the easement areas include feeder poles and guy anchors. FDOT will cover all expenses related to locating, protecting, adjusting, relocating, or removing any City facilities, if necessary.

FINDINGS AND CONCLUSIONS:

A resolution is required for the purpose of authorizing execution of the agreement. Ocala Electric Utility staff have reviewed the agreement. Staff recommends approval.

FISCAL IMPACT:

None

PROCUREMENT REVIEW:

The Procurement and Contracting Officer has reviewed this Agreement in compliance with City policy.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with amendments
- Deny
- Table

RESOLUTION 2025-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA
AUTHORIZING EXECUTION OF A SUBORDINATION OF UTILITIES AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING PROPERTY
COMMONLY KNOWN AS PARCEL 116.2; DIRECTING THAT THE SIGNED
RESOLUTION AND AGREEMENT BE FORWARDED TO THE FLORIDA DEPARTMENT
OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road 40, Section No. 36080, F.P. No. 410674-3 in Marion County, Florida; and

WHEREAS, it is necessary that certain easement rights presently owned by the City of Ocala, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is for transportation purposes which are in the public or community interest, is for the public welfare, and in the best interests of the City of Ocala; and

WHEREAS, the State of Florida Department of Transportation has made application to the City of Ocala to execute and deliver to the State of Florida Department of Transportation an *Agreement for Subordination of Utility Interests* in favor of the State of Florida Department of Transportation and said request has been duly considered.

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

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of the above-described *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation and is adopted pursuant to the authority granted by Chapters 166, 334 and 335, *Florida Statutes*.

Section 3. Designation of Signatory.

The City Council of the City of Ocala, Florida hereby designates the President of the City Council as the official who is authorized to sign the *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation.
Section 4. Direction to Staff.

A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834 along with the executed *Agreement for Subordination of Utility Interests*.

Section 5. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

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

This resolution adopted this _____ day of _____, 2025.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

RESOLUTION 20__ - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA AUTHORIZING EXECUTION OF A SUBORDINATION OF UTILITIES AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING PROPERTY COMMONLY KNOWN AS PARCEL 116.2; DIRECTING THAT THE SIGNED RESOLUTION AND AGREEMENT BE FORWARDED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road 40, Section No. 36080, F.P. No. 410674-3 in Marion County, Florida; and

WHEREAS, it is necessary that certain easement rights presently owned by the City of Ocala, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is for transportation purposes which are in the public or community interest, is for the public welfare, and in the best interests of the City of Ocala; and

WHEREAS, the State of Florida Department of Transportation has made application to the City of Ocala to execute and deliver to the State of Florida Department of Transportation an *Agreement for Subordination of Utility Interests* in favor of the State of Florida Department of Transportation, and said request has been duly considered.

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

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of the above-described *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation and is adopted pursuant to the authority granted by Chapters 166, 334 and 335, *Florida Statutes*.

Section 3. Designation of Signatory.

The City Council of the City of Ocala, Florida hereby designates the President of the City Council as the official who is authorized to sign the *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation.

Section 4. Direction to Staff.

A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834 along with the executed *Agreement for Subordination of Utility Interests*.

Section 5. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED, with a quorum present and voting, by the City Council of the City of Ocala, Florida this _____ day of _____ 20_____.

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

By: KRISTEN M. DREYER, as
City Council President

ATTEST:

APPROVED AS TO FORM / LEGALITY:

By: ANGEL B. JACOBS, City Clerk

By: WILLIAM E. SEXTON, City Attorney

Prepared By/Return to:

Jared R. Gainey, Assistant City Attorney
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34470

Project: FDOT Subordination Agreement

Rec.

PARCEL NO. 116.2
SECTION 36080
F.P. NO. 410674-3
STATE ROAD 40
COUNTY Marion

AGREEMENT FOR SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the CITY OF OCALA, a Florida municipal corporation (“City”), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”).

WHEREAS:

- A. The City presently has interests in certain lands that have been determined necessary for a transportation facility; and
- B. The proposed use of the subject real property for a transportation facility requires subordination of the City's interest to the FDOT; and
- C. The FDOT is willing to pay to have the City's facilities located, protected, adjusted, relocated, or removed if necessary, to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the public welfare, mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Subordination of Utility / Easement Interests. City hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the City has in the real property (“Property”) described as follows:

PARCEL NO. 116

SECTION 36080

That part of:

The West 367 feet of the South 468 feet North of State Road 40, of the Southwest 1/4 of the Southeast 1/4, Section 6, Township 15 South, Range 24 East, Marion County, Florida.

(Said property being the same lands as described in Official Records Book 8137, page 685 of the Public Records of Marion County, Florida.)

further described as follows:

Commence at a 2 1/2-inch aluminum post with brass cap stamped "US DEPARTMENT OF THE INTERIOR BUR OF LAND MANAGEMENT T15S R24E C 1/4 S6 1986" marking the northwest corner of the southeast quarter of Section 6, Township 15 South, Range 24 East, Marion County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 36080, Financial Project No. 410674-3; thence run South 00°13'01" East along the west line of the southeast quarter of said Section 6, per the United States Department of the Interior Bureau of Land Management Dependent Resurvey completed in 1981, a distance of 2308.32 feet for a Point of Beginning; thence departing said west line, run South 48°26'21" East a distance of 82.73 feet; thence run South 00°26' 49" East a distance of 22.88 feet; thence run South 48°26'21" East a distance of 409.99 feet to a point on the east line of the west 367 feet of the south 468 feet of the southwest quarter of the southeast quarter of said Section 6, as monumented, and shown on said Right of Way Map; thence run South 00°40'59" West along said east line a distance of 11.22 feet to an intersection with the south line of said Section 6, in its position monumented prior to the United States Department of the Interior Bureau of Land Management Dependent Resurvey completed in 1981, as shown on the aforementioned Right of Way Map, said point being the southeast corner of the west 367 feet of the south 468 feet of the southwest quarter of the southeast quarter of said Section 6 and being marked by a 4-inch by 4-inch concrete monument with nail and disk stamped "MOORHEAD ENG PCP 899", as shown on said Right of Way Map; thence departing said east line, run South 89°43' 07" West along the south line of said Section 6 a distance of 105.27 feet to a point on the existing northerly right of way line of State Road No. 40 as shown on said Right of Way Map; thence departing said south line, run North 48°11'57" West along said existing northerly right of way line a distance of 349.58 feet to a point on the west line of the southeast quarter of said Section 6, prior to the United States Department of the Interior Bureau of Land Management Dependent Resurvey completed in 1981, as shown on said Right of Way Map; thence continue North 48°11'57" West along said existing northerly right of way line a distance of 3.18 feet to a point on the west line of the southeast quarter of said Section 6, per the United States Department of the Interior Bureau of Land Management Dependent Resurvey completed in 1981, as shown on said Right of Way Map; thence departing said existing northerly Right of Way line, run North 00°13'01" West along said west line a distance of 126.36 feet to the Point of Beginning.

Containing 0.803 acres, more or less.

1.1 The interests of the City being subordinated hereby includes the interests created by the following instruments:

| INSTRUMENT | DATE | FROM | TO | O.R. BOOK/PAGE |
|------------|-----------|--------------------|---------------|-------------------|
| Easement | 7/1/1976 | Riversites,Inc. | City of Ocala | 752/546 |
| Easement | 1/18/1977 | Clyde B. Larramore | City of Ocala | 817/416 |

2. The City shall retain all rights under the instruments identified above, provided, however, that the City’s exercise of those rights shall be in accordance with the FDOT’s standards as set forth in the FDOT’s then-current Utility Accommodation Manual, and subject to the following provisions:

2.1 The FDOT may require, for any present or future transportation facility project, that any City facilities be located, protected, adjusted, relocated, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. In the event that any such work is required by the FDOT, the FDOT hereby agrees to pay the all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein, which may require additional easement area necessary to provide for sufficient clearance for aerial facilities and vegetation management zones. The work performed pursuant to this section 2.1 shall comply with the City’s Design and Construction Standards for Electric Utility Facilities and the National Electrical Safety Code (ANSI Standard C2). Payment of the above shall not include any betterment¹ to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City. And the FDOT shall have full authority over the proceedings.

2.2 Any new construction or relocation of City facilities within the lands will be subject to prior approval by the FDOT, which shall not be unreasonably withheld. Should the FDOT fail to approve any new construction or relocation of facilities by the City or require the City to locate, protect, adjust, relocate or remove its facilities located within said lands, the FDOT hereby agrees to pay the all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein. Payment of said costs shall not include any betterment to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City and the FDOT shall have full authority over the proceedings.

2.3 The FDOT acknowledges that the City is entitled to advanced review of the proposed construction of any other utilities within the lands described herein and

¹ “Betterment” is defined as any upgrading of facilities being relocated that is not attributable to the highway construction and is made solely for the benefit of and at the election of the City.

that such utilities are required to obtain an FDOT permit which states that the new utility may not interfere with any existing utilities or with the City's rights set forth in the above referenced easements.

3. The terms of this Subordination Agreement shall supersede any contrary provisions within any utility permit issued to the City within the area of the lands described.

4. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 2 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the City's facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

(THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the FDOT has caused these presents to be executed by its duly authorized officer this _____ day of _____, _____.

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

Witness Signature

By: _____

Witness Printed Name

Print Name: _____

Witness Address:

Its: District Director of Transportation
Development for District Five

Address: 719 S. Woodland Blvd.
DeLand, FL 32720

Witness Signature

Legal Review

Witness Printed Name

By: _____
Office of the General Counsel

Witness Address:

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, on behalf of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

Personally known OR

Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

IN WITNESS WHEREOF, the CITY has caused these presents to be executed by its duly authorized officer this _____ day of _____, _____.

CITY OF OCALA, a Florida municipal corporation

ATTEST:

By: _____
City Clerk
110 SE Watula Avenue
Ocala, FL 34471

By: _____
Print Name: _____,
City Council President

Approved as to form and legality:

By: _____
City Attorney
110 SE Watula Avenue
Ocala, FL 34471

STATE OF FLORIDA

COUNTY OF MARION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20_____, by _____, as City of Ocala Council President.

Notary Public, State of _____
Name: _____
(Please print or type)

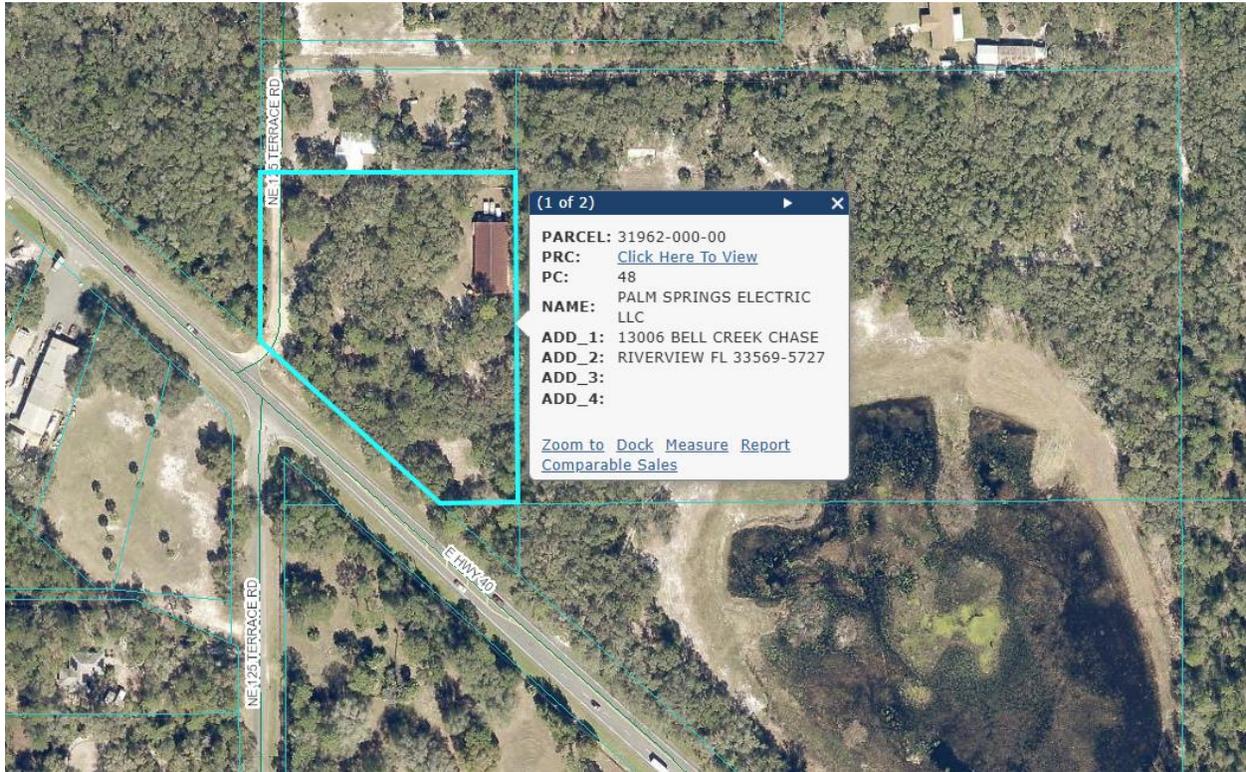
Commission Number:
Commission Expires:

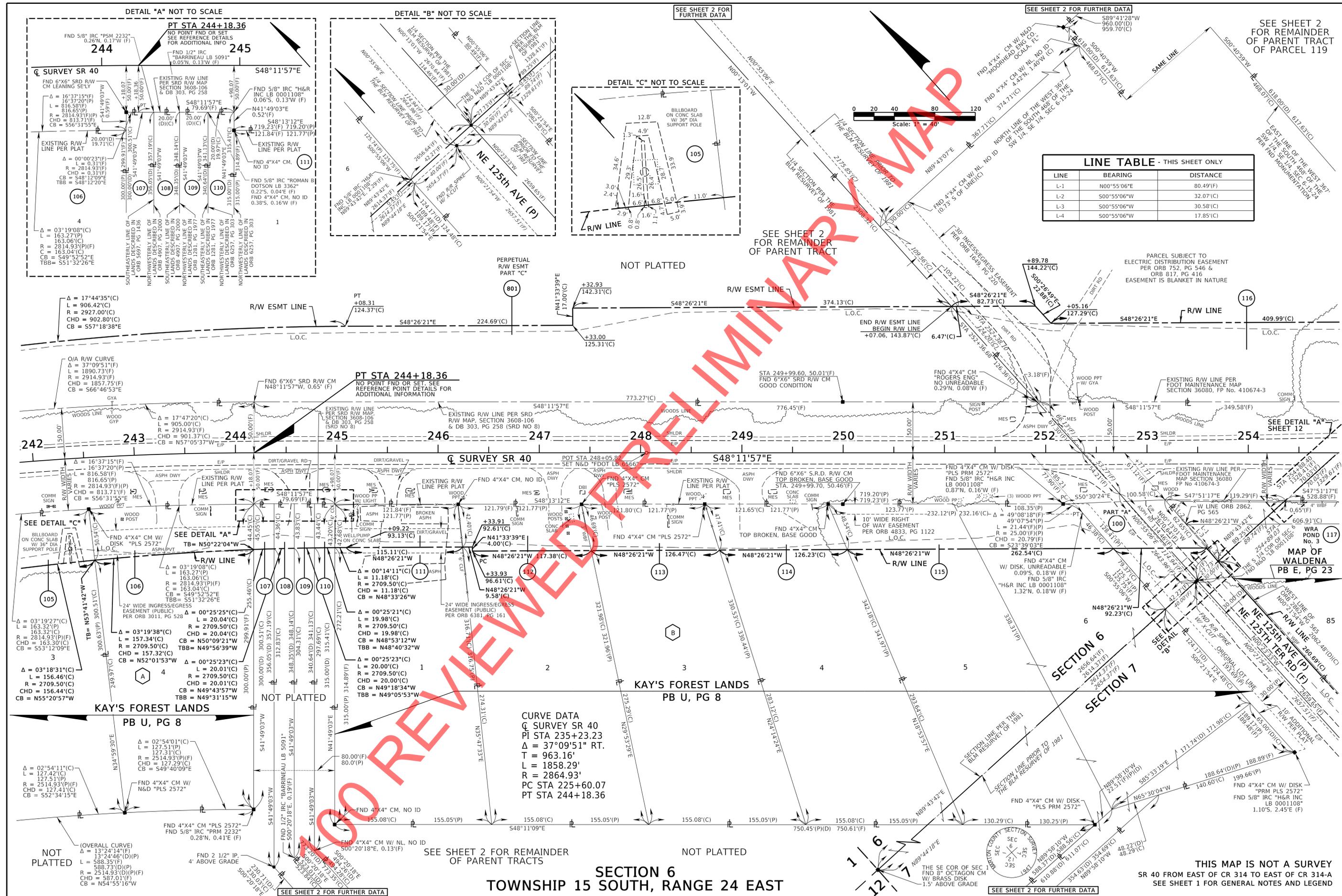
Notary: Check one of the following:

____ Personally known OR
____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

AERIAL VIEW OF PARCEL #31962-000-00



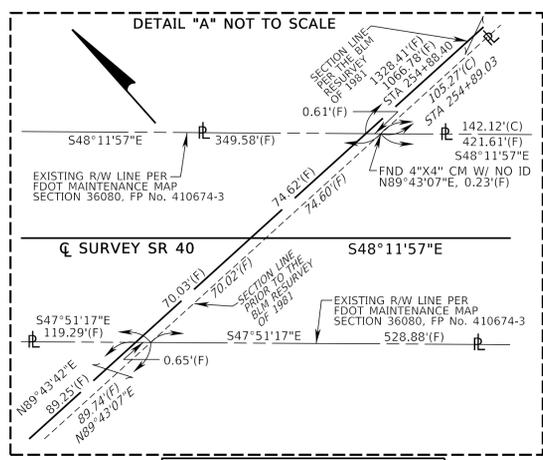


LINE TABLE - THIS SHEET ONLY

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L-1 | N00°55'06"E | 80.49(F) |
| L-2 | S00°55'06"W | 32.07(C) |
| L-3 | S00°55'06"W | 30.58(C) |
| L-4 | S00°55'06"W | 17.85(C) |

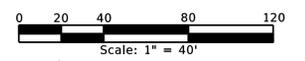
CURVE DATA
 Q SURVEY SR 40
 PI STA 235+23.23
 Δ = 37°09'51" RT.
 T = 963.16'
 L = 1858.29'
 R = 2864.93'
 PC STA 225+60.07
 PT STA 244+18.36

| | | | | | | | | | |
|------------------|---|------------------------|----------|----------|----------|-------------------|---------------|-------------------|-------------------|
| RIGHT OF WAY MAP | FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING | APPROVED BY | DATE | BY | DATE | FED PROJ N/A | SECTION 36080 | MAPS PREPARED BY: | DATA SOURCE: |
| | | FOR DISTRICT SECRETARY | 11/07/18 | R. SMITH | 07/08/13 | STATE ROAD No. 40 | MARION COUNTY | L.B. No. 2856 | SEE GENERAL NOTES |
| | | REVISION | BY | DATE | REVISION | BY | DATE | FP No. 410674-3 | SCALE: 1" = 40' |
| | | | | | | | | | SHEET 11 OF 45 |



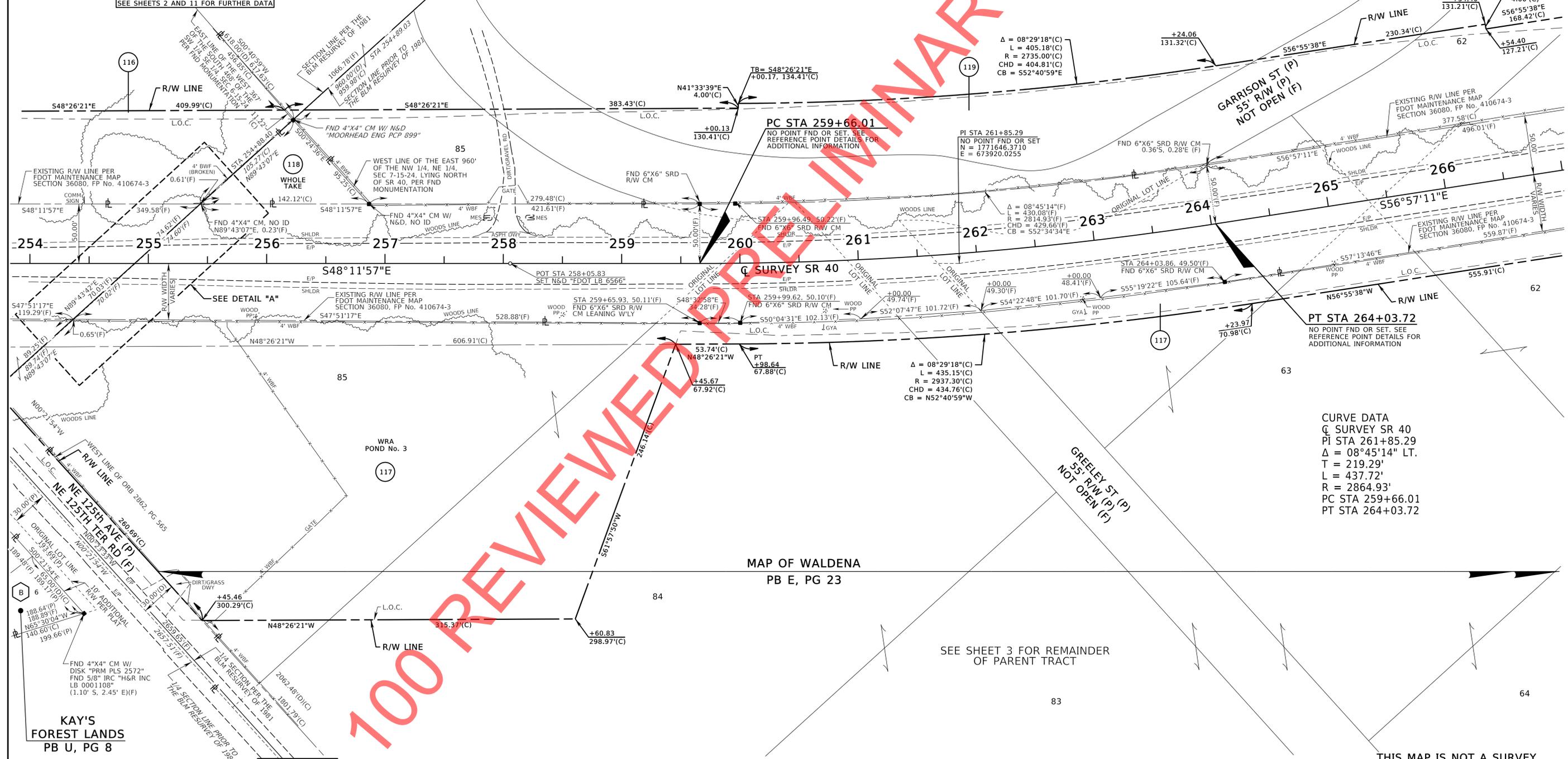
SEE SHEET 13 FOR FURTHER DATA

SEE SHEET 2 FOR REMAINDER OF PARENT TRACT



MUCK LAKE (P)

MAP OF WALDENA
PB E, PG 23



CURVE DATA
Q SURVEY SR 40
PI STA 261+85.29
 $\Delta = 08^\circ 45' 14''$ LT.
T = 219.29'
L = 437.72'
R = 2864.93'
PC STA 259+66.01
PT STA 264+03.72

MAP OF WALDENA
PB E, PG 23

SEE SHEET 3 FOR REMAINDER OF PARENT TRACT

TOWNSHIP 15 SOUTH, RANGE 24 EAST

THIS MAP IS NOT A SURVEY
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND
SR 40 FROM EAST OF CR 314 TO EAST OF CR 314-A

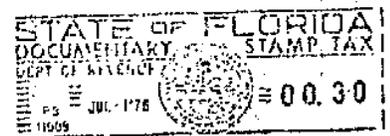
| | | | | | | | | | | |
|------------------|---|------------------------|----------|--------|----------|--------------|-------------------|--|--|----------------|
| RIGHT OF WAY MAP | FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING | APPROVED BY | DATE | BY | DATE | FED PROJ N/A | SECTION 36080 | MAPS PREPARED BY: LOCHRANE ENGINEERING, INC. L.B. No. 2856 | DATA SOURCE: SEE GENERAL NOTES SCALE: 1" = 40' | |
| | | FOR DISTRICT SECRETARY | 11/02/18 | PRELIM | R. SMITH | 07/08/13 | STATE ROAD No. 40 | MARION COUNTY | FP No. 410674-3 | SHEET 12 OF 45 |
| | | | | FINAL | R. SMITH | 10/29/18 | | | | |

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for and in consideration of the sum of One Dollar, to them in hand paid by the CITY OF OCALA, a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the CITY OF OCALA the privilege and easement to construct (an electric transmission and distribution line, either or both, over, under, and across) (water line under and across) the following described land in Marion County, Florida, to-wit:

The SW 1/4 of the SE 1/4 of Section 6, Township 15 South, Range 24 East, Except 960 feet East and West by 618 feet North and South of SE Corner thereof and Except that portion lying South of Daytona Highway.

"Said easement to be twenty (20) feet in width on, over, under and across the centerline of the completed construction."

RECORDED
MAY 27 1976



FILED
1976 JUL - 1 PM 12:04
CLERK CIRCUIT COURT
MARION COUNTY, FLA.

and to place such poles and attachments thereto, water mains and pipes under, across and on, said land as may be necessary in the construction of said line, including the right to trim, cut and keep clear of said line all trees within the easement and those trees and limbs on grantor's property outside of the easement which may endanger the same, with the right to go upon said land from time to time as may be necessary to construct, reconstruct, maintain, and repair said line. No trees or shrubbery shall be planted in or permanent structures placed or installed on said easement without the prior consent of the City of Ocala.

The undersigned hereby covenant and warrant that they own the said land and have the right to grant this easement.

In WITNESS WHEREOF, The undersigned grantors have hereunto set their hands and seals this 28th day of October, 1975.

Signed, sealed and delivered in our presence as witnesses:

RIVERSITES, INC.
Alyce B. Anderson (SEAL)

Margaret Nell Robinson (SEAL)

Wanda Anne Alvarez

STATE OF FLORIDA:
COUNTY OF MARION:

Before me, the undersigned authority, personally came and appeared

Alyce B. Anderson

to me well known as the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they executed the same for the uses and purposes set forth and expressed.

WITNESS my hand and official seal this 28th day of October, 1975.

Margaret Nell Robinson
Notary Public - State of Florida

My commission expires: 11/6/75

This instrument prepared by

K. A. Morgan, Elec. Eng. Div.
P. O. Box 1270, Ocala, Florida 32670

Form 58-6
Rev. 2/26/74

Filed and recorded JUL - 1 1975 in O. R. Book 752 Page 546
Record Verified - W. J. Hutchinson, Clerk of Circuit Court, Marion Co. Fla.
By G. Higginbotham D. C.

17485

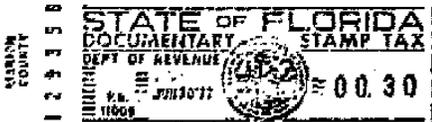
EASEMENT

817 416

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for and in consideration of the sum of One Dollar, to them in hand paid by the CITY OF OCALA, a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the CITY OF OCALA the privilege and easement to construct (an electric transmission and distribution line, either or both, over, under, and across) (water-line under and across) the following described land in Marion County, Florida, to-wit:

The Southwest 1/4 of the Southeast 1/4 of Section 6, Township 15 South, Range 24 East, EXCEPT 960 feet East and West by 618 feet North and South of Southeast corner thereof and EXCEPT that portion lying South of Daytona Highway and EXCEPT the North 66 feet thereof.

"Said easement to be fifteen (15) feet in width on, over, under and across the centerline of the completed construction."



FILED CLERK CIRCUIT COURT MARION COUNTY, FLA. JUN 30 11 31

and to place such poles and attachments thereto, water mains and pipes under, across and on, said land as may be necessary in the construction of said line, including the right to trim, cut and keep clear of said line all trees within the easement and those trees and limbs on grantor's property outside of the easement which may endanger the same, with the right to go upon said land from time to time as may be necessary to construct, reconstruct, maintain, and repair said line. No trees or shrubbery shall be planted in or permanent structures placed or installed on said easement without the prior consent of the CITY OF OCALA.

The undersigned hereby covenant and warrant that they own the said land and have the right to grant this easement.

In WITNESS WHEREOF, The undersigned grantors have hereunto set their hands and seals this 19 day of June, 1977.

Signed, sealed and delivered in our presence as witnesses:

[Signature] (SEAL)

[Signatures: Margaret Hall Robinson, Gerald H. Padgett]



STATE OF FLORIDA COUNTY OF MARION:

Before me, the undersigned authority, personally came and appeared

Clyde B. Larramore

to me well known as the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they executed the same for the uses and purposes set forth and expressed.

WITNESS my hand and official seal this 18th day of January, 1977.

[Signature: Margaret Hall Robinson] Notary Public - State of Florida My commission expires: November 6, 1979

This instrument prepared by

K. A. Morgan, Elec. Eng. Div. P.O. Box 1270, Ocala, Florida 32670

Filed and recorded JUN 30 1977 In O.R. Book 817 Page 416 Record Verified, Francis S. Thigpen, Clerk of Circuit Court, Marion Co. Fla. By [Signature] DE



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1496

Agenda Item #: 6d.

Submitted By: Sean Lanier

Presentation By: Stephanie Galarza

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):

Approve the partial release of a utility easement encumbering Parcel #35512-002-00

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Staff requests the partial release of a utility easement granted to the City of Ocala by James D. Buhl and Evelyn S. Buhl as recorded in Marion County Official Records Book 1089, Page 0919. The facilities installed within that portion of the easement area being released have been abandoned and removed.

FINDINGS AND CONCLUSIONS:

City Staff has no current or future use for that portion of the easement area being released. Staff recommends approval.

FISCAL IMPACT:

None

PROCUREMENT REVIEW:

This partial release has been reviewed by the Procurement & Contracting Officer in compliance with City policy.

LEGAL REVIEW:

This Partial Release has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Parcel ID Number(s): 35512-002-00

Document Prepared By/ Return to:
City of Ocala / Engineering - Real Estate
1805 NE 30th Avenue, Bldg. 700
Ocala, Florida 34470

PARTIAL RELEASE OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the **City of Ocala**, a Florida municipal corporation (“City”), whose mailing address is 1805 NE 30th Avenue, Building 700, Ocala, Florida 34470, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, releases the real property described on Exhibit “A” attached hereto (“Released Property”) from the Easement(s) granted to the City of Ocala by **James D. Buhl and Evelyn S. Buhl on November 18, 1981 and recorded in Official Records Book 1089, Page 0919**, Public Records of Marion County, Florida (“Easement”). Any existing facilities located within the Released Property are hereby abandoned by the City and shall revert to the ownership and control of the owner of such Released Property.

This Partial Release of Easement shall not release or otherwise affect any rights, privileges, interests, or easements City has on the Released Property arising out of other instruments or on other real property arising out of this instrument.

Signatures follow on next page.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

CITY OF OCALA, FLORIDA,
A Florida municipal corporation

By: Kristen M. Dreyer, as
President, Ocala City Council

WITNESS 1 (signature)

Angel B. Jacobs

WITNESS 1 (printed name)

110 S.E. Watula Avenue
Ocala, Florida 34471

WITNESS 1 (address)

WITNESS 2 (signature)

William E. Sexton

WITNESS 2 (printed name)

110 S.E. Watula Avenue
Ocala, Florida 34471

WITNESS 2 (address)

ATTEST:

APPROVED AS TO FORM/LEGALITY:

ANGEL B. JACOBS, City Clerk

WILLIAM E. SEXTON, City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____ 20____, by Kristen M. Dreyer, as President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, who is personally known to me, for and on behalf of the City of Ocala, Florida.

NOTARY PUBLIC

EXHIBIT 'A'

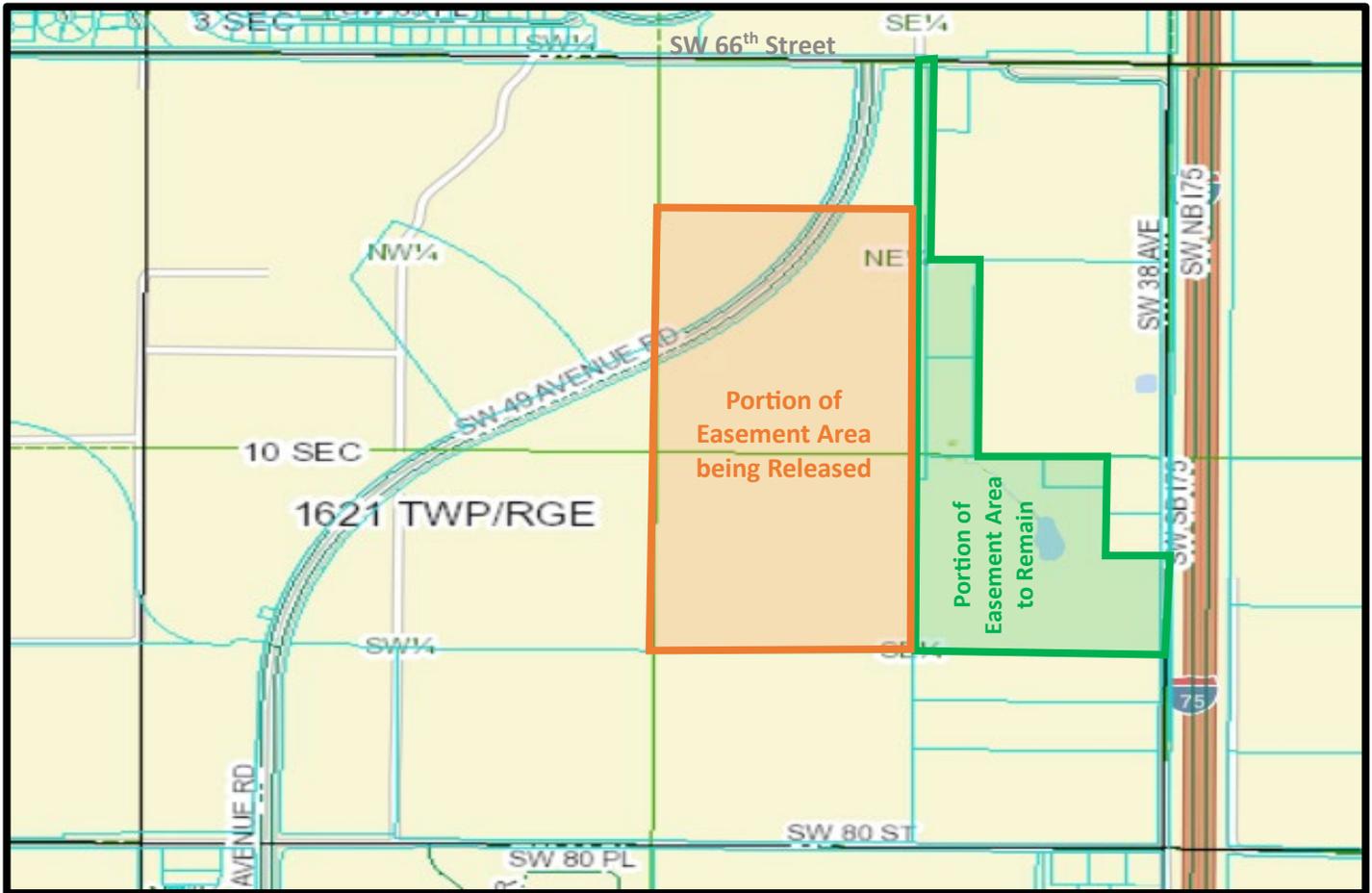
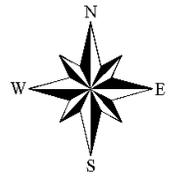
Parcel ID Number(s): 35512-002-00

DESCRIPTION:

SECTION 10, TOWNSHIP 16, RANGE 21

S $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ & SW $\frac{1}{4}$ of NE $\frac{1}{4}$ & NW $\frac{1}{4}$ of SE $\frac{1}{4}$

Location Map
Partial Release of Easement
Parcel #: 35512-002-00
Official Records: Book 1089, Page 0919





Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1497

Agenda Item #: 6e.

Submitted By: Sean Lanier

Presentation By: Stephanie Galarza

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):

Approve the release of a utility easement encumbering Parcels 35512-002-00, 35512-001-05, 35512-001-07, and 35512-001-00

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Staff requests the release of a utility easement granted to the City of Ocala by Tartan Farms Corporation as recorded in Marion County Official Records Book 1178, Page 0875. The facilities installed within the easement area have been abandoned and removed.

FINDINGS AND CONCLUSIONS:

City Staff has no current or future use for the easement. Staff recommends approval.

FISCAL IMPACT:

None

PROCUREMENT REVIEW:

This release has been reviewed by the Procurement & Contracting Officer in compliance with City policy.

LEGAL REVIEW:

This release has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
-

- Table
- Deny

Parcel ID Number(s): 35512-002-00; 35512-001-05; 35512-001-07 & 35512-001-00

Document Prepared By/ Return to:
City of Ocala / Engineering - Real Estate
1805 NE 30th Avenue, Bldg. 700
Ocala, Florida 34470

RELEASE OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the **City of Ocala**, a Florida municipal corporation (“City”), whose mailing address is **1805 NE 30th Avenue, Building 700, Ocala, Florida 34470**, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, releases the real property described on Exhibit “A” attached hereto (“Released Property”) from the Easement(s) granted to the City of Ocala by **Tartan Farms Corporation on April 4, 1983 and recorded in Official Records Book 1178, Page 0875**, Public Records of Marion County, Florida. Any existing facilities located within the Released Property are hereby abandoned by the City and shall revert to the ownership and control of the owner of such Released Property.

This Release of Easement shall not release or otherwise affect any rights, privileges, interests, or easements City has on the Released Property arising out of other instruments or on other real property arising out of this instrument.

Signatures follow on next page.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

CITY OF OCALA, FLORIDA,
A Florida municipal corporation

By: Kristen M. Dreyer, as
President, Ocala City Council

WITNESS 1 (signature)

Angel B. Jacobs
WITNESS 1 (printed name)

110 S.E. Watula Avenue,
Ocala, Florida 34471
WITNESS 1 (address)

WITNESS 2 (signature)

William E. Sexton
WITNESS 2 (printed name)

110 S.E. Watula Avenue
Ocala, Florida 34471
WITNESS 2 (address)

ATTEST:

APPROVED AS TO FORM/LEGALITY:

ANGEL B. JACOBS, City Clerk

WILLIAM E. SEXTON, City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____ 20___, by Kristen M. Dreyer, as President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, who is personally known to me, for and on behalf of the City of Ocala, Florida.

NOTARY PUBLIC

EXHIBIT 'A'

Parcel ID Number(s): 35512-002-00; 35512-001-05; 35512-001-07 & 35512-001-00

DESCRIPTION:

SECTION 10, TOWNSHIP 16, RANGE 21

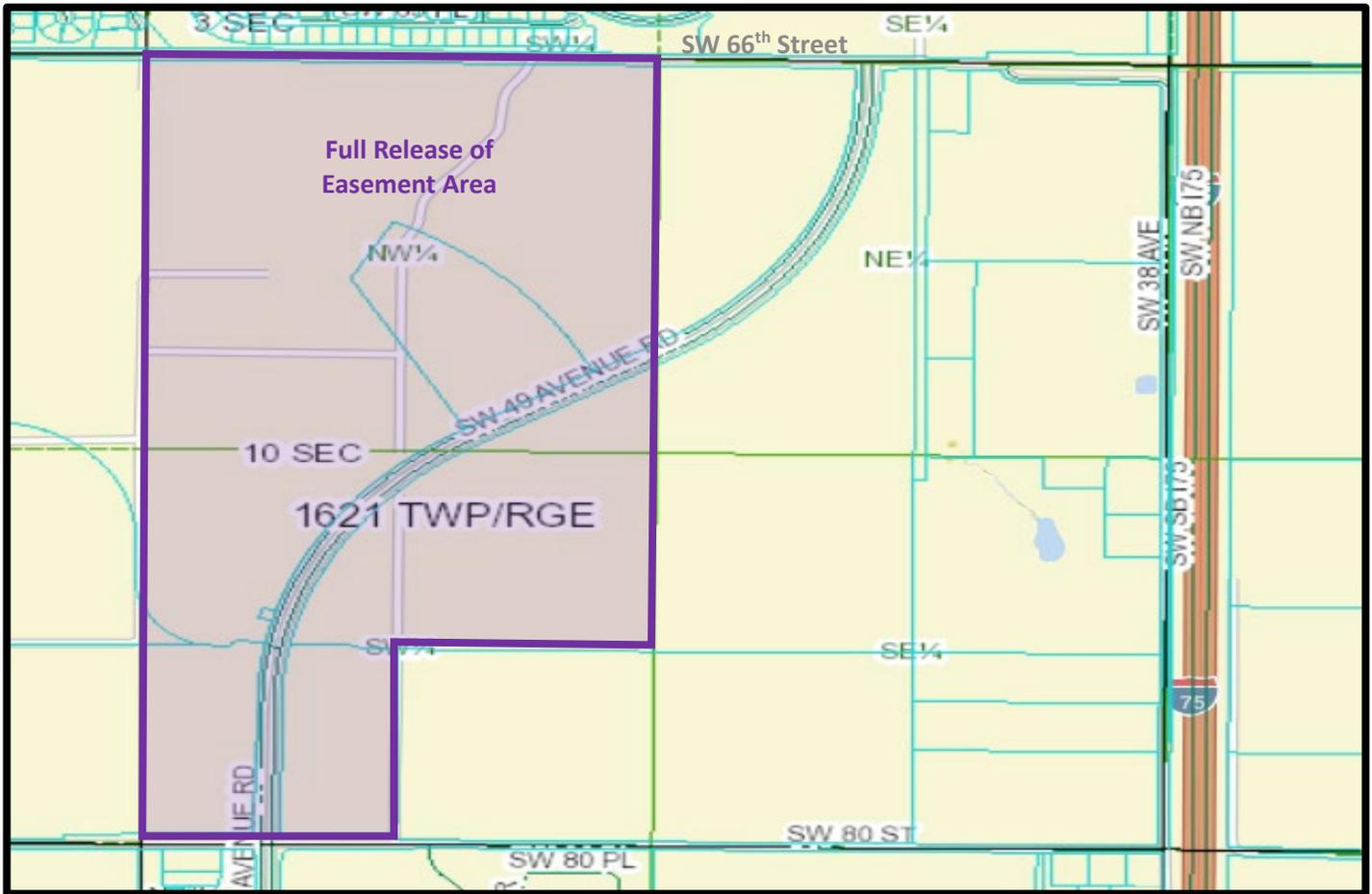
277.152 ACRES NW $\frac{1}{4}$ AND SW $\frac{1}{4}$ OF SW $\frac{1}{4}$ AND N $\frac{1}{2}$ OF SW $\frac{1}{4}$ EX RD RWAY

Location Map

Full Release of Easement

Parcel #'s: 35512-002-00, 35512-001-05, 35512-001-07 & 35512-001-00

Official Records: Book 1178, Page 0875





Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1462

Agenda Item #: 6f.

Submitted By: Christina Guy

Presentation By: John King

Department: Facilities Management

STAFF RECOMMENDATION (Motion Ready):

Approve one-year renewals of janitorial services contracts with First Coast Franchising, Inc. d/b/a Jani King of Jacksonville and Serviamigos Solutions, LLC, with an aggregate expenditure of \$51,694

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The City is responsible for maintaining its facilities in a clean, safe, and sanitary condition, thereby ensuring a healthy environment for its employees, residents, and visitors. This includes public service buildings, park restrooms, and other high-traffic areas that need consistent, professional cleaning.

On May 1, 2022, the City entered into separate Agreements to Perform Janitorial Services with First Coast Franchising, Inc., d/b/a Jani King of Jacksonville ("JaniKing") and Serviamigos Solutions, LLC ("Serviamigos"), each for an initial term of three years ending April 30, 2025. Both contracts were established and managed under Munis Contract No. FAC/220400.

FINDINGS AND CONCLUSIONS:

At the conclusion of the initial term, Facilities Department staff requested one-year renewals of both contracts. Both JaniKing and Serviamigos agreed to extend the contract under the original terms, conditions, and pricing. The renewal period commenced on May 1, 2025, and will conclude on April 30, 2026. Facilities Department staff now projects aggregate expenditures under Contract No. FAC/220400 will total \$51,694 for the renewal term.

FISCAL IMPACT:

Funding of \$21,540 is available in Fiscal Year 2024-25 budget account 001-026-321-519-51-34010 - Other

Services, and the remaining \$30,154 will be budgeted in Fiscal Year 2025-26.

PROCUREMENT REVIEW:

These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



THIRD AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **FIRST COAST FRANCHISING, INC. D/B/A JANIKING OF JACKSONVILLE**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-0027934) ("Vendor").

WHEREAS, on May 1, 2022, City and Vendor entered into an Agreement to perform Janitorial Services (the "Original Agreement"), City of Ocala Contract Number: FAC/220400 for a term from May 1, 2022 to April 30, 2025; and

WHEREAS, on March 5, 2024, City and Vendor entered into a First Amendment to Agreement to Perform Janitorial Services ("First Amendment") to modify the locations to be serviced; and

WHEREAS, on March 29, 2024, City and Vendor entered into a Second Amendment to Agreement to Perform Janitorial Services ("Second Amendment") to further modify the locations to be serviced; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the first of two (2) available one-year (1-year) renewal periods available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, 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. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year (1-year) term beginning **MAY 1, 2025** and terminating **APRIL 30, 2026**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to one (1) additional one-year (1-year) period upon written agreement between the parties.
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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

First Coast Franchising, Inc.
d/b/a Jani-King of Jacksonville
Attn: Keith White
5700 St. Augustine Road
Jacksonville, Florida 32207
PH: 904-346-3039
E-mail: kwhite@janikingjax.com



If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment 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.

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



CONTRACT# FAC/220400

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 6/6/2025.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs

8D83574C28E5445
Angel B. Jacobs
City Clerk

DocuSigned by:
Christopher Watt

8C8089F07385433
Christopher Watt
Chief of Staff

Approved as to form and legality:

**FIRST COAST FRANCHISING, INC.
D/B/A JANI-KING OF JACKSONVILLE**

Signed by:
William E. Sexton, Esq.

607DCFC4E86E429
William E. Sexton, Esq.
City Attorney

DocuSigned by:
Keith White

087F0580CE32467
By: Keith White
(Printed Name)
Title: Keith White
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 44B4F543-2A9E-4F0A-8196-EE6E23D52372

Status: Completed

Subject: SIGNATURE: Third Amendment Janitorial Services Agreement - First Coast Franchising, Inc.(FAC/220400)

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

April Adolf

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

aadolfl@ocalafl.gov

IP Address: 172.56.75.181

Record Tracking

Status: Original

Holder: April Adolf

Location: DocuSign

6/3/2025 3:49:09 PM

aadolfl@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Signature

Timestamp

Keith White

kwhite@janikingjax.com

Keith White

Operations Manager

Security Level: Email, Account Authentication (None)

DocuSigned by:

D87F6580CE2E467...

Sent: 6/3/2025 4:46:39 PM

Viewed: 6/3/2025 4:47:39 PM

Signed: 6/3/2025 4:48:27 PM

Signature Adoption: Pre-selected Style

Using IP Address: 2600:387:c:6e1b::4

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/3/2025 4:47:39 PM

ID: b8bd6f85-2882-4197-a559-530710bd52c3

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:

B07DCFC4E86E429...

Sent: 6/3/2025 4:48:28 PM

Viewed: 6/5/2025 2:34:09 PM

Signed: 6/5/2025 2:34:32 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Christopher Watt

cwatt@ocalafl.org

Chief of Staff

Security Level: Email, Account Authentication (None)

DocuSigned by:

8C80B9F07388433...

Sent: 6/5/2025 2:34:33 PM

Viewed: 6/6/2025 1:37:41 PM

Signed: 6/6/2025 1:37:52 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 6/6/2025 1:37:41 PM

ID: 9c3ec9ea-36c4-405a-837a-851fb45dfb4a

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication (None)

Signed by:

8DB3574C28E54A5...

Sent: 6/6/2025 1:37:53 PM

Viewed: 6/6/2025 3:32:58 PM

Signed: 6/6/2025 3:33:11 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
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Accepted: 6/6/2025 3:32:58 PM
ID: 24bf39eb-80e3-4272-88a5-ab28b362a893

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|
|---------------------------|---------------|------------------|

| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|
|-----------------------|------------------|------------------|

| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

| | | |
|---------------------|------------------|---------------------|
| Envelope Sent | Hashed/Encrypted | 6/3/2025 4:46:39 PM |
| Certified Delivered | Security Checked | 6/6/2025 3:32:58 PM |
| Signing Complete | Security Checked | 6/6/2025 3:33:11 PM |
| Completed | Security Checked | 6/6/2025 3:33:11 PM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| Electronic Record and Signature Disclosure |
|---|
|---|

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



SECOND AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **FIRST COAST FRANCHISING, INC. D/B/A JANIKING OF JACKSONVILLE**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-0027934) ("Vendor").

WHEREAS, on May 1, 2022, City and Vendor entered into an Agreement to perform Janitorial Services (the "Original Agreement"), City of Ocala Contract Number: FAC/220400 for a term from May 1, 2022 to April 30, 2025; and

WHEREAS, on March 5, 2024, City and Vendor entered into a First Amendment to Agreement to Perform Janitorial services ("First Amendment") to modify the locations to be serviced, City of Ocala Contract No.: FAC/220400; and

WHEREAS, City now desires to further modify the locations to be serviced under the Amended Agreement as described in Exhibit B – Amended Price Proposal; 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 Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Amended Agreement as Exhibit B – Amended Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this Second Amendment as **Amended Exhibit B – Price Proposal** and compensation payable to Vendor through the end of the initial term shall be based on same.
4. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

First Coast Franchising, Inc.
d/b/a Jani-King of Jacksonville
Attn: Keith White
5700 St. Augustine Road
Jacksonville, Florida 32207
PH: 904-346-3039
E-mail: kwhite@janikingjax.com



If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This 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.

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



IN WITNESS WHEREOF, the parties have executed this Second Amendment on
3/29/2024

ATTEST:

CITY OF OCALA

DocuSigned by:
Angel B. Jacobs
Angel B. Jacobs
City Clerk

DocuSigned by:
Ken Whitehead
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

**FIRST COAST FRANCHISING, INC.
D/B/A JANI-KING OF JACKSONVILLE**

DocuSigned by:
William Sexton
B07DCFC4E86E429...
By: William Sexton
(Printed Name)

Title: City Attorney

DocuSigned by:
Keith White
D87F6580CE2E467...
By: Keith White
(Printed Name)

Title: Keith White
(Title of Authorized Signatory)

Amended Exhibit B - Amended Price Proposal**CONTRACT# FAC/220400**

| Building Name and Number of Floors | Cleaning Frequency | Building Address | SF | Monthly Cost |
|--|---------------------------|-------------------------|-----------|---------------------|
| Lillian Bryant Park Restrooms 1 building | 7 days/week | 2200 NW 17th Place | 400 | \$234.78 |
| Heritage Park Restrooms 1 building | 7 days/week | 2005 NE 3rd Street | 400 | \$234.78 |
| Art Park Restrooms 1 building | 7 days/week | 213 NE 5th Street | 400 | \$234.78 |
| Tusawilla Park Restrooms 1 building | 7 days/week | 701 NE Sanchez Avenue | 600 | \$234.78 |
| Fort King Street House 1 floor, 2 buildings | 1 day/week Thursday | 3925 E Fort King Street | 3,600 | \$150.00 |
| Citizen Circle Restrooms 1 floor | 5 days/week | 201 SE 3rd Street | 400 | \$245.00 |
| ORS Restrooms 2 buildings | 7 days/week | 3500 SW 67th Avenue | 1,200 | \$234.78 |
| Scott Springs Park Restrooms 1 building | 7 days/week | 2825 SW 24th Avenue | 400 | \$234.78 |
| Jervey Gantt Park Restrooms 2 buildings | 7 days/week | 2200 SE 36th Avenue | 1,000 | \$234.78 |
| Nature Park Restrooms 1 building | 7 days/week | 1600 SE 30th Avenue | 400 | \$234.78 |
| Clyatt Park Restrooms 1 building | 7 days/week | 1500 SE 17th Street | 400 | \$234.78 |
| Ft King Restrooms 1 building | 7 days/week | 3925 E Fort King Street | 400 | \$234.78 |
| MONTHLY TOTAL: | | | | \$2,742.80 |

Certificate Of Completion

| | |
|---|-----------------------------|
| Envelope Id: B5A3659DFC204EE8ACCF4BB05EF0E354 | Status: Completed |
| Subject: FOR SIGNATURE - Amendment 2 - Janitorial Services (FAC/220400) | |
| Source Envelope: | |
| Document Pages: 4 | Signatures: 4 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Patricia Lewis |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | 110 SE Watula Avenue |
| | City Hall, Third Floor |
| | Ocala, FL 34471 |
| | plewis@ocalafl.org |
| | IP Address: 216.255.240.104 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Patricia Lewis | Location: DocuSign |
| 3/27/2024 1:55:19 PM | plewis@ocalafl.org | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: City of Ocala - Procurement & Contracting | Location: DocuSign |

Signer Events

Keith White
 kwhite@janikingjax.com
 Keith White
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 D87F6580CE2E467...
 Signature Adoption: Pre-selected Style
 Using IP Address: 73.105.78.208

Timestamp

Sent: 3/27/2024 1:57:26 PM
 Viewed: 3/27/2024 4:45:26 PM
 Signed: 3/27/2024 4:46:02 PM

Electronic Record and Signature Disclosure:

Accepted: 3/27/2024 4:45:26 PM
 ID: da16fef6-661a-4c64-8a5d-783f42cd9dc8

William Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 3/27/2024 4:46:03 PM
 Viewed: 3/29/2024 8:42:28 AM
 Signed: 3/29/2024 8:42:36 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ken Whitehead
 kwhitehead@ocalafl.org
 Assistant City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 5677F71E38874F4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 3/29/2024 8:42:37 AM
 Viewed: 3/29/2024 10:46:57 AM
 Signed: 3/29/2024 10:47:18 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 3/29/2024 10:47:20 AM
 Viewed: 3/29/2024 10:50:30 AM
 Signed: 3/29/2024 10:50:53 AM

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
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Accepted: 3/29/2024 10:50:30 AM
ID: f97f6cc6-a41a-4378-9259-1d7ebb679e21

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent | Hashed/Encrypted | 3/27/2024 1:57:26 PM |
| Certified Delivered | Security Checked | 3/29/2024 10:50:30 AM |
| Signing Complete | Security Checked | 3/29/2024 10:50:53 AM |
| Completed | Security Checked | 3/29/2024 10:50:53 AM |

| Payment Events | Status | Timestamps |
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| Electronic Record and Signature Disclosure |
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Getting paper copies

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To advise City of Ocala - Procurement & Contracting of your new email address

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



FIRST AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **FIRST COAST FRANCHISING, INC. D/B/A JANIKING OF JACKSONVILLE**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-0027934) ("Vendor").

WHEREAS, on May 1, 2022, City and Vendor entered into an Agreement to perform Janitorial Services (the "Original Agreement"), City of Ocala Contract Number: FAC/220400 for a term from May 1, 2022 to April 30, 2025; and

WHEREAS, City now desires to modify the locations to be serviced under the Original Agreement as described in Exhibit B – Price Proposal; 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 Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal** and compensation payable to Vendor through the end of the initial term shall be based on same.
4. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

First Coast Franchising, Inc.
d/b/a Jani-King of Jacksonville
Attn: Keith White
5700 St. Augustine Road
Jacksonville, Florida 32207
PH: 904-346-3039
E-mail: kwhite@janikngjax.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.org



Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on
3/4/2024

ATTEST:

CITY OF OCALA

DocuSigned by:
Angel B. Jacobs
Angel B. Jacobs
City Clerk

DocuSigned by:
Ken Whitehead
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

**FIRST COAST FRANCHISING, INC.
D/B/A JANI-KING OF JACKSONVILLE**

DocuSigned by:
William Sexton
William E. Sexton, Esq.
City Attorney

DocuSigned by:
Keith White
By: Keith white
(Printed Name)
Title: Keith white
(Title of Authorized Signatory)

Amended Exhibit B - Price Proposal CONTRACT# FAC/220400

| Building Name and Number of Floors | Cleaning Frequency | Building Address | SF | Monthly Cost |
|--|---------------------------|-------------------------|-----------|---------------------|
| Lillian Bryant Park Restrooms 1 building | 7 days/week | 2200 NW 17th Place | 400 | \$234.78 |
| Heritage Park Restrooms 1 building | 7 days/week | 2005 NE 3rd Street | 400 | \$234.78 |
| Art Park Restrooms 1 building | 7 days/week | 213 NE 5th Street | 400 | \$234.78 |
| Tuscawilla Park Restrooms 1 building | 7 days/week | 701 NE Sanchez Avenue | 600 | \$234.78 |
| Fort King Street House 1 floor, 2 buildings | 1 day/week Thursday | 3925 E Fort King Street | 3,600 | \$150.00 |
| Citizen Circle Restrooms 1 floor | 5 days/week | 201 SE 3rd Street | 400 | \$245.00 |
| ORS Restrooms 2 buildings | 7 days/week | 3500 SW 67th Avenue | 1,200 | \$234.78 |
| Scott Springs Park Restrooms 1 building | 7 days/week | 2825 SW 24th Avenue | 400 | \$234.78 |
| Jervey Gantt Park Restrooms 2 buildings | 7 days/week | 2200 SE 36th Avenue | 1,000 | \$234.78 |
| Nature Park Restrooms 1 building | 7 days/week | 1600 SE 30th Avenue | 400 | \$234.78 |
| Clyatt Park Restrooms 1 building | 7 days/week | 1500 SE 17th Street | 400 | \$234.78 |
| MONTHLY TOTAL: | | | | \$2,508.02 |

Certificate Of Completion

| | |
|---|-----------------------------|
| Envelope Id: 31BF59B90AB74D8DB097B3AC2290A4ED | Status: Completed |
| Subject: FOR SIGNATURE - Amendment to Agreement to Provide Janitorial Services (FAC/220400) | |
| Source Envelope: | |
| Document Pages: 3 | Signatures: 4 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Patricia Lewis |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | 110 SE Watula Avenue |
| | City Hall, Third Floor |
| | Ocala, FL 34471 |
| | plewis@ocalafl.org |
| | IP Address: 216.255.240.104 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Patricia Lewis | Location: DocuSign |
| 3/4/2024 2:44:07 PM | plewis@ocalafl.org | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: City of Ocala - Procurement & Contracting | Location: DocuSign |

Signer Events

Keith White
 kwhite@janikingjax.com
 Keith White
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 D87F6580CE2E467...
 Signature Adoption: Pre-selected Style
 Using IP Address: 96.65.56.109

Timestamp

Sent: 3/4/2024 2:46:09 PM
 Viewed: 3/4/2024 2:49:50 PM
 Signed: 3/4/2024 2:52:48 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/4/2024 2:49:50 PM
 ID: 1343868d-f770-44d6-b2b5-3d96310f83cd

William Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 3/4/2024 2:52:49 PM
 Viewed: 3/4/2024 3:38:04 PM
 Signed: 3/4/2024 3:40:36 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ken Whitehead
 kwhitehead@ocalafl.org
 Assistant City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

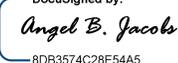
DocuSigned by:

 5677F71E38874F4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 3/4/2024 3:40:38 PM
 Viewed: 3/4/2024 4:26:43 PM
 Signed: 3/4/2024 4:27:12 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 3/4/2024 4:27:13 PM
 Viewed: 3/4/2024 4:31:46 PM
 Signed: 3/4/2024 4:32:12 PM

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
|----------------------|------------------|------------------|
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Accepted: 3/4/2024 4:31:46 PM
ID: 623a4862-0d4a-454f-8f17-67b849d18261

| In Person Signer Events | Signature | Timestamp |
|--------------------------------|------------------|------------------|
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|
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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

| | | |
|---------------------|------------------|---------------------|
| Envelope Sent | Hashed/Encrypted | 3/4/2024 2:46:09 PM |
| Certified Delivered | Security Checked | 3/4/2024 4:31:46 PM |
| Signing Complete | Security Checked | 3/4/2024 4:32:12 PM |
| Completed | Security Checked | 3/4/2024 4:32:12 PM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| Electronic Record and Signature Disclosure |
|---|
|---|

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



City of Ocala-City Hall
 Diverse Small Business Enterprise Program (DSBE)
 Contracting Officer 352-629-8366
 Community Outreach Coordinator 352-629-3966

1063

AGREEMENT TO PERFORM JANITORIAL SERVICES

I, FIRST COAST FRANCHISING, LLC agree to complete the janitorial services per the specifications in Exhibit A - Scope of Work provided for the locations specified in Exhibit B - Price Proposal and in accordance with the terms specified in Exhibit C - Terms & Conditions.

COMPENSATION. First Coast Franchising, LLC shall be paid a price not to exceed the maximum limiting amount of ONE HUNDRED TWENTY THOUSAND, FIVE HUNDRED TWENTY-EIGHT AND 00/100 (\$120,528.00) over the initial three-year contract term as full and complete compensation for the timely and satisfactory provision of janitorial services in accordance with the unit pricing set forth below and in Exhibit B.

| Citywide Janitorial Services Pricing | |
|---|---------------|
| Monthly Total | \$ 3,348.00 |
| Annual Total | \$ 40,176.00 |
| Initial 3-year term totals - award amounts | \$ 120,528.00 |
| SEE ATTACHED EXHIBITS FOR TERMS & CONDITIONS OF THIS AGREEMENT | |

Period of services: May 1, 2022, to April 30, 2025

CONTRACTOR INFORMATION

Business Name: First Coast Franchising, LLC

Phone: 904-346-3000

Email: kwhite@janikingjax.com

Agreed by; signature: _____

Keith J. White

Print name: _____

Keith J. White

Exhibits: Exhibit A – Scope of Work; Exhibit B – Price Proposal; Exhibit C – Terms & Conditions

BACKGROUND

1. The City of Ocala requires the services of an experienced vendor to provide janitorial services for various buildings and facilities. These services will cover offices, reception areas, restrooms, break rooms, kitchens, rental lounges, auditoriums, etc.

INSURANCE REQUIREMENTS AND BACKGROUND CHECK REQUIREMENTS

1. **Commercial General Liability:** with limits of \$500,000. City of Ocala must be listed as additional insured.
2. **Commercial Automotive Liability:** with limits not less than Florida personal injury protection (PIP) coverage.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.
4. **Level II Background Check Requirement:** Contractor employees and all sub-contractors working on-site must complete a Level II background check. Background checks shall be scheduled with the City of Ocala Project Manager and will be conducted by the Ocala Police Department.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of three (3) years with the option of renewal.
2. **Renewals:** Two (2) optional, one-year renewal terms.
3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Vendor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Vendor will be required to perform the following services for the City of Ocala:
 - A. **Daily**
 - 1) **Maintain Floors.** All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, and wet mopped to ensure the floors are free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. Chairs, trash receptacles, rugs, chair mats and all other items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position.
 - 2) **Remove Trash.** All trash containers in common areas shall be emptied on days of cleaning service. All trash receptacles and boxes in office will be emptied by City staff. Trash shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors.
 - 3) **Empty and Clean Ashtrays.** The vendor shall empty all ashtray urns on days of cleaning service.
 - 4) **Clean Drinking Fountains.** Clean and disinfect all drinking fountains.
 - 5) **Vacuum Carpets.** Vacuum all carpeted areas.

- 6) **General Spot Cleaning.** Perform spot cleaning on a continual basis. Spot cleaning includes door guards, door handles, push bars, and kick plates. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.
 - 7) **Kitchens/Lounge Areas/Break Rooms.** Clean and disinfect all tables, sinks, countertops, and stovetops. Surfaces shall be free of streaks, stains, spots, and smudges.
 - 8) **Elevators.** All elevators are to be swept and damp mopped. Doors inside and outside shall be cleaned.
- B. **Weekly**
- 1) **Clean Interior Glass/Mirrors.** Clean interior glass on all doors.
 - 2) **Clean Stairways.** All floor surfaces shall be cleaned as appropriate for floor covering. Handrails shall be cleaned and disinfected.
- C. **Monthly**
- 1) **Dust Ceiling Fans.** All ceiling fans will be dry dusted.
 - 2) **Blinds and Windowsills.** All blinds are to be dusted and the windowsills are to be cleaned and free from dust and any foreign objects.
2. **Basic Restrooms/Locker Rooms Cleaning Services:** Vendor shall accomplish all cleaning tasks to meet the requirements of this scope of work. The minimum cleaning frequencies for restrooms and locker rooms are listed below:
- A. **Daily**
- 1) **Clean and Disinfect.** Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, dispensers, doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles shall be free of deposits, dirt, streaks, and odors.
 - 2) **Sweep and Mop Floors.** After sweeping and mopping, the entire floor surface shall be free from litter, dirt, dust, and debris. Grout on walls and floor tiles shall be free of dirt, scum, mildew, and residue. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath.
 - 3) **Stock Restroom Supplies.** Vendor shall ensure restrooms are stocked sufficiently so that supplies do not run out. Supplies shall be stored in designated areas. The City will supply paper products and the vendor will be responsible for supplying cleaning products.
 - 4) **Trash Removal.** Remove trash from bins and replace liners.
- B. **Weekly**
- 1) Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, and metal guards), and wall areas adjacent to wall-mounted lavatories, urinals, and toilets.
3. **Floor Maintenance:** The City currently has the following types of flooring:
- VCT – Stripping and waxing or buffing
 - Tile Ceramic – Deep cleaning

- A. All pricing for floor maintenance shall be based on a square foot price of flooring. Floor maintenance pricing is optional and will not be considered in the determination of award. Pricing for floor maintenance shall be provided for the following services:
- 1) Stripping and waxing
 - 2) Deep cleaning (tile)
 - 3) Buffing
- B. City will make the determination when floors are to be deep cleaned, stripped, and waxed, or buffed.
4. **Emergency Services:** Upon notification, the vendor shall perform emergency cleaning required in any building, area, or room covered under this contract. Vendor shall begin emergency work, as determined by the point of contact, within one (1) hour of notification, which may be verbal. Emergency cleaning services will be priced **per hour** and will not be considered in determination of award.
5. **Working Hours:** The normal/standard working hours for this project are 5:00 AM – 9:00 AM and/or 5:00 PM to 9:00 PM Monday through Friday, excluding holidays. Vendor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. Vendor must certify they possess sufficient equipment/staff to perform services outlined herein.
3. The Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. 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.
5. 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.
6. 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.
7. No smoking is allowed on City property or projects.
8. Vendor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
9. All company trucks must have a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Vendor for the performance of services:
 - A. Access to City buildings and facilities to perform the work.
 - B. Designated storage areas where available. Vendor will be made aware of such locations.

- C. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Vendor's responsibilities.
- D. Provide office facilities for the Vendor, if needed.
2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a mark-up fee for material furnished by the City.

VENDOR RESPONSIBILITIES

1. Staffing should be determined by the services outlined in this scope of work and assigned to specific facilities. The number of staff assigned to each facility should be based on the number of hours recommended in the industry standard for the services outlined.
2. Provide all management, tools, equipment, supplies, and labor necessary to ensure janitorial services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat, and professional appearance.
3. Employees must be able to communicate effectively in English, both verbally and in writing. Smoking, consumption of alcohol, use of illegal drugs, or use of legal drugs in an illegal manner is prohibited on or near any City property, at any time.
4. Ensure that satisfactory standards are maintained with regards to employees' competency, conduct, appearance, and integrity, at the discretion of the City. All employees must wear a shirt with the company name or logo on it, as well as an ID badge at all times while on City property.
5. All cleaning materials must be approved by the city Project Manager. Furnish Safety Data Sheets (SDS) on **all** products used in all City facilities. The SDS will be kept with all products used at each location. A copy shall also be provided to the City Project Manager. Vendor will be held responsible for any damage due to chemical cleaning products because of negligence on the part of the vendor's employees, agents, or representatives to any person and/or property.
6. Under no circumstances or for any reason shall the contractor, its employees, agents, or representatives ever dispose of any flammable, toxic, or caustic materials into any City provided container or in or upon and City property. Should the contractor knowingly violate the terms of this provision, the contractor shall be held liable for the cost of the timely and proper legal disposal of said material(s). Further, the contractor shall be held liable for any monetary or penalty imposed upon the City otherwise and for remediation of any property damage caused by said disposal.
7. Confine equipment, storage of equipment and materials, and the operation of contractor's workers to areas permitted by law, ordinances, or permits, and shall not unreasonably encumber the premises with materials or equipment.
8. Accept responsibility for any damage to City or personal property due to negligence on the part of the Vendor and/or their employees.
9. Inform the City Project Manager of any known deficiencies in the buildings (spots, stains, clogged toilets, broken dispensers, water leaks, elevator malfunctions, etc.). Deficiencies that require immediate attention must be communicated to the City Project Manager immediately.
10. Be fully responsible for the replacement of any keys lost or damaged by vendor's employees, agents, or representatives. If a City facility's security is jeopardized by the vendor's mismanagement of keys or access cards, the vendor shall reimburse the City for all costs to ensure the security of the facility.

11. The Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
12. The Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
13. Vendor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

SUB-CONTRACTORS

1. Vendor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Vendor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. Work site will be completely cleaned after each day of work.
 - C. Vendor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in the original locations.
 - B. All work areas must be returned to original condition.
 - C. The Vendor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition.

SAFETY

1. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

INVOICING

1. All original invoices will be sent to: Christina Guy, Project Manager, 1805 NE 30th Avenue, Bldg. 200, Ocala, FL, 34470, email cguy@ocalafl.org.
2. Vendor will invoice at least once a month.

First Coast Franchising, LLC

Citywide Janitorial Services (DSBE set-aside)

| Building Name and Number of Floors | Cleaning Frequency | Building Address | SF | Monthly Cost |
|---|---------------------------|-------------------------|-----------|----------------------|
| Wetland Park Restrooms | 7 Days/Week | 2105 NW 21st Street | 400 | \$ 840.00 |
| 1 Building | | | | |
| Lillian Bryant Park Restrooms | 7 Days/Week | 2200 NW 17th Place | 400 | \$ 234.78 |
| 1 Building | | | | |
| Heritage Park Restrooms | 7 Days/Week | 2005 NE 3rd Street | 400 | \$ 234.78 |
| 1 Building | | | | |
| Art Park Restrooms | 7 Days/Week | 213 NE 5th Street | 400 | \$ 234.78 |
| 1 Building | | | | |
| Tuscawilla Park Restrooms | 7 Days/Week | 701 NE Sanchez Ave | 600 | \$ 234.78 |
| 1 Building | | | | |
| Fort King Street House | 1 Day/Week Thursday | 3925 E Fort King Street | 3,600 | \$ 150.00 |
| 1 Floor, 2 Buildings | | | | |
| Citizen Circle Restrooms | 5 Days/Week | 201 SE 3rd Street | 400 | \$ 245.00 |
| 1 Floor | | | | |
| ORS Restrooms | 7 Days/Week | 3500 SW 67th Avenue | 1,200 | \$ 234.78 |
| 2 Buildings | | | | |
| Scott Springs Park Restrooms | 7 Days/Week | 2825 SW 24th Avenue | 400 | \$ 234.78 |
| 1 Building | | | | |
| Jervey Gantt Park Restrooms | 7 Days/Week | 2200 SE 36th Avenue | 1,000 | \$ 234.78 |
| 2 Buildings | | | | |
| Nature Park Restrooms | 7 Days/Week | 1600 SE 30th Avenue | 400 | \$ 234.78 |
| 1 Building | | | | |
| Clyatt Park Restrooms | 7 Days/Week | 1500 SE 17th Street | 400 | \$ 234.78 |
| 1 Building | | | | |
| Monthly Total | | | | \$ 3,348.00 |
| Annual Total | | | | \$ 40,176.00 |
| Initial 3-year Term Grand Total | | | | \$ 120,528.00 |



CHANGES. No modifications of this solicitation shall be binding upon the City unless approved in writing by an authorized representative of the City's Procurement Department or authorized in writing by the designated City Project/Contract Manager.

PAYMENT TERMS. By providing a solicitation response, the Contractor agrees that payment terms shall be as set forth in accordance with Florida's Prompt Payment Act. Should Contractor fail to perform the service required under a contract then the City may, at its option, retain any, or all, of the payment otherwise due until any service discrepancies are corrected. Repeated service discrepancies on behalf of the Contractor shall entitle the City to terminate this contract without notice, and retain any past due payments otherwise owing under this contract as liquidated damages.

TAXES. The City is exempt from Federal and State taxes, both excise, sales and use taxes, and any otherlike taxes. The City's Florida sales tax exemption # is: 85-8012621655C-9.

OFFER AND ACCEPTANCE. The submitted bid of the Contractor is a contractual obligation when offer is subsequently accepted by the City. The City reserves the right to request modification of the Contractor's offer to fully meet the needs of the City, and any further offer is binding upon the Contractor. If this solicitation is a result of a competitive award, all conditions, provisions, terms, and specifications of the solicitation shall become a part of and are incorporated in the contract and will become part of the contractual obligation.

LEGAL VENUE. The legal venue for any civil action or legal proceeding arising out of this order shall be the state or federal courts of Marion County, Florida.

FORCE MAJEURE. Contractor will not be held responsible for delays in delivery due to Acts of God, fire, extreme weather, strikes, accidents, war, and common carrier transportation delays provided the Contractor notifies the City's Contracting Officer immediately in writing of the pending delay. In the event of documented delays, the date of delivery will be extended for a period equal to the time lost due to force majeure.

PERFORMANCE EVALUATION. At the end of the contract, the City may evaluate Contractor performance. This evaluation will become public record.

INDEMNIFICATION AND INSURANCE. Contractor agrees to indemnify, save, and hold harmless the City, its employees, elected officials, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any negligent act or omission by the Contractor, or its employees, agents, subcontractors, or assignees arising out of the services or goods

provided under this solicitation. Contractor agrees to maintain insurance in accordance with the City's insurance standards established by the Risk Department. All insurance certificates and endorsements listing the City of Ocala as additional insured must be mailed to the Procurement & Contracting Office, 110 SE Watula Ave, 3rd FL, Ocala, FL 34471.

DEFAULT. In the event of default by the Contractor, the City may procure the articles or services covered by this solicitation from other sources. The following shall constitute a default: (1) Failure to complete services within the promised time. (2) Unauthorized substitution, or services deemed by the City to be inferior. (3) Inability of the Contractor to fulfill the terms and conditions of this solicitation.

TERMINATION. (1) This Solicitation may be canceled by the City's Contracting Officer in whole or in part at any time the interest of the City requires such termination. (2) If the City determines the performance of the Contractor is not satisfactory, the City shall have the right to immediately terminate the contract. (3) If the City requires termination of the contract for reasons other than unsatisfactory performance, the City shall notify the Contractor of such termination, and the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress shall become the property of the City and shall be turned over promptly by the Contractor.

SUSPENSION AND DEBARMENT. The City Contracting Officer may suspend or debar a contractor for cause. A suspended or debarred contractor shall not be eligible to provide any goods or perform any services, during the duration of such suspension or debarment; provided, however, the Council shall have the power at any time to waive, stay, or lift such suspension or debarment upon the application of the contractor. Causes for suspension or debarment: (1) Failure to perform or fully comply with the conditions, specifications, or terms of a purchase or contract with the City; (2) Commission of any purposeful misrepresentation in connection with a bid/quotation; (3) Contractor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; (4) Violation of the ethical standards set forth in local, state, or federal law; (5) Charged by a court of competent jurisdiction of a felony.

COMPLIANCE. Contractors who submit solicitation responses:

(1) Agree to comply the requirements of Florida Statute 287.087 for a Drug Free Workplace.

(2) Agree to comply with the requirements of Florida Statute 448.095 for Employment Eligibility. Employers, contractors and their subcontractors are required to register and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. Violations will result in contract termination. (E-Verify is operated by the U.S. Department of Homeland Security).



SECOND AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES (“Second Amendment”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **SERVIAMIGOS SOLUTIONS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 82-4114729) (“Vendor”).

WHEREAS, on May 17, 2022, City and Vendor entered into an Agreement to Perform Janitorial Services (the “Original Agreement”), City of Ocala Contract Number: FAC/220400 for a term from May 1, 2022 to April 30, 2025; and

WHEREAS, on August 12, 2022, City and Vendor entered into a First Amendment to Agreement to Perform Janitorial Services (“First Amendment”) to modify the locations to be serviced; and

WHEREAS, City and Vendor now desire to further modify the locations to be serviced under the Original Agreement, and renew the Original Agreement for the first of two (2) available one-year (1-year) renewal periods available under the terms of the Original Agreement.

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **AMENDMENT TO PRICING.** Pricing and service location information in the Original Agreement, as amended, is hereby deleted and replaced, in its entirety, with the following:

| Building Name/Number of Floors | Cleaning Frequency | Building Address | SF | Monthly Cost |
|---|---------------------------|-----------------------------------|-----------|---------------------|
| Tom’s Park Restrooms One (1) Floor | Seven (7) Days/Week | 2300 NW Magnolia Avenue | 352 | \$495.00 |
| Ocala Skate Park Restrooms One (1) Floor | Seven (7) Days/Week | 500 NE 9th Street | 272 | \$475.00 |
| MLK Sportsplex Restrooms One (1) Floor | Seven (7) Days/Week | 1510 NW 4 th Street | 500 | \$595.00 |

4. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year (1-year) term beginning **MAY 1, 2025** and terminating **APRIL 30, 2026**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to one (1) additional one-year (1-year) period upon written agreement between the parties.
5. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:



If to Vendor: Serviamigos Solutions, LLC
 Attention: Andres Briceno
 5101 SW 60th Street Road., Apt. 4107
 Ocala, Florida 34474
 Phone: 352-282-2025
 E-mail: info@serviamigos.net

If to City of Ocala: Daphne M. Robinson, Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 Fax: 352-690-2025
 E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.gov

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

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



IN WITNESS WHEREOF, the parties have executed this Second Amendment on 5/21/2025.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs

80B3574C28E54A5
Angel B. Jacobs
City Clerk

DocuSigned by:
Ken Whitehead

587F771E38874F4
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

SERVIAMIGOS SOLUTIONS, LLC

DocuSigned by:
William E. Sexton

807CCFCAE8E429
William E. Sexton, Esq.
City Attorney

DocuSigned by:

0AC85BFE3F014B4

By: Serviamigos Solutions, LLC
(Printed Name)

Title: Owner
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: D95D39CD-8B26-4487-8C39-E350EAF97EF

Status: Completed

Subject: SIGNATURE: Second Amendment Janitorial Services Agreement-Serviamigos Solutions, LLC (FAC/220400)

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

April Adolf

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

aadolof@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: April Adolf

Location: DocuSign

5/20/2025 8:43:25 AM

aadolof@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Serviamigos Solutions, LLC

info@serviamigos.net

Owner

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

0AC65BFE3F614B4...

Timestamp

Sent: 5/20/2025 9:31:06 AM

Viewed: 5/20/2025 9:42:03 AM

Signed: 5/21/2025 10:13:14 AM

Signature Adoption: Drawn on Device

Using IP Address: 172.226.188.131

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 8/31/2023 11:47:55 AM

ID: 2e2becbb-2087-415f-8186-b5f56fc24ac1

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

B07DCFC4E66E429...

Sent: 5/21/2025 10:13:16 AM

Viewed: 5/21/2025 10:30:47 AM

Signed: 5/21/2025 10:31:22 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

5677F71E38874F4...

Sent: 5/21/2025 10:31:23 AM

Viewed: 5/21/2025 3:52:00 PM

Signed: 5/21/2025 3:53:34 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication (None)

Signed by:

8DB3574C28E54A5...

Sent: 5/21/2025 3:53:35 PM

Viewed: 5/22/2025 8:18:05 AM

Signed: 5/22/2025 8:19:08 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 5/22/2025 8:18:05 AM

ID: 0219d59e-0811-4d80-a4a5-97bf2f52ec1b

| | | |
|---|------------------|----------------------|
| In Person Signer Events | Signature | Timestamp |
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 5/20/2025 9:31:06 AM |
| Certified Delivered | Security Checked | 5/22/2025 8:18:05 AM |
| Signing Complete | Security Checked | 5/22/2025 8:19:08 AM |
| Completed | Security Checked | 5/22/2025 8:19:08 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



City of Ocala-City Hall
 Diverse Small Business Enterprise Program (DSBE)
 Contracting Officer 352-629-8366

**FIRST AMENDMENT TO AGREEMENT TO
 PERFORM JANITORIAL SERVICES**

WHEREAS, on May 17, 2022, **CITY OF OCALA** and **SERVIAMIGOS SOLUTIONS, LLC**, entered into an Agreement to Perform Janitorial Services, FAC/220400 - #1061 (the "Original Agreement"); and

WHEREAS, City and Vendor now desire to amend the Original Agreement to add three (3) additional City-owned cleaning locations, to wit: (1) the Tom’s Park Restrooms; (2) the Ocala Skate Park Restrooms; and (3) the MLK Sportsplex Restrooms.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City and SERVIAMIGOS SOLUTIONS, LLC, agree as follows:

SERVIAMIGOS SOLUTIONS, LLC, agrees to perform janitorial services per the specifications set forth in **Exhibit A – Scope of Work** for the following locations:

| Building Name/ Number of Floors | Cleaning Frequency | Building Address | SF | Monthly Cost |
|--|-----------------------------------|--------------------------------|--------|----------------------|
| Tom’s Park Restrooms 1 Floor | 7 Days/Week | 2300 NW Magnolia | 352 | \$ 495.00 |
| Ocala Skate Park Restrooms 1 Floor | 7 Days/Week | 500 NE 9 th Street | 272 | \$ 475.00 |
| MLK Sportsplex Restrooms 1 Floor | 7 Days/Week | 1510 NW 4 th Street | 500 | \$ 595.00 |
| Park Shops 1 Floor | 2 Days/Week Tuesday & Thursday | 1307 NW 4 th Avenue | 6,250 | \$ 195.00 |
| Parks Administration 1 Floor | 2 Days/Week Tuesday & Thursday | 1307 NW 4 th Avenue | 3,528 | \$ 180.00 |
| Barbara Washington Adult Center 1 Floor | 5 Days/Week | 210 NW 12 th Avenue | 2,101 | \$ 580.00 |
| Lilian Bryant Center 1 Floor | 5 Days/Week | 2200 NW 17 th Place | 10,366 | \$ 465.00 |
| Upcharge for General Liability Insurance Premium (1st Year) | | | | \$ 912.45 |
| Amended Monthly Total | | | | \$ 2,985.00 |
| Amended Annual Total | | | | \$ 35,820.00 |
| Amended Total for Initial 3-Year Term | | | | \$ 103,677.45 |
| SEE ATTACHED EXHIBITS FOR ADDITIONAL TERMS & CONDITIONS Exhibit A – Scope of Work Exhibit B – Terms & Condition | | | | |

Term of Agreement: May 1, 2022, to April 30, 2025

IN WITNESS WHEREOF, the parties have executed this First Amendment on 08 / 12 / 2022.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

SERVIAMIGOS SOLUTIONS, LLC

E-Mail: info@serviamigos.net

Phone: 352-282-2025

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney



By: Serviamigos Solutions, LLC
(Printed Name)

Title: Owner
(Title)

BACKGROUND

1. The City of Ocala requires the services of an experienced vendor to provide janitorial services for various buildings and facilities. These services will cover offices, reception areas, rest rooms, break rooms, kitchens, rental lounges, auditoriums, etc.

INSURANCE REQUIREMENTS AND BACKGROUND CHECK REQUIREMENTS

1. **Commercial General Liability:** with limits of \$500,000. City of Ocala must be listed as additional insured.
2. **Commercial Automotive Liability:** with limits not less than Florida personal injury protection (PIP) coverage.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.
4. **Level II Background Check Requirement:** Contractor employees and all sub-contractors working on-site must complete a Level II background check. Background checks shall be scheduled with the City of Ocala Project Manager and will be conducted by the Ocala Police Department. All background checks shall be completed before work is started.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of three (3) years with the option of renewal.
2. **Renewals:** Two (2) optional, one-year renewal term.
3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Vendor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Vendor will be required to perform the following services for the City of Ocala:
 - A. **Daily**
 - 1) **Maintain Floors.** All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, and wet mopped to ensure the floors are free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. Chairs, trash receptacles, rugs, chair mats and all other items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position.
 - 2) **Remove Trash.** All trash containers in common areas shall be emptied on days of cleaning service. All trash receptacles and boxes in office will be emptied by City staff. Trash shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors.
 - 3) **Empty and Clean Ashtrays.** The vendor shall empty all ashtray urns on days of cleaning service.
 - 4) **Clean Drinking Fountains.** Clean and disinfect all drinking fountains.
 - 5) **Vacuum Carpets.** Vacuum all carpeted areas.

- 6) **General Spot Cleaning.** Perform spot cleaning on a continual basis. Spot cleaning includes door guards, door handles, push bars, and kick plates. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.
- 7) **Kitchens/Lounge Areas/Break Rooms.** Clean and disinfect all tables, sinks, countertops, and stovetops. Surfaces shall be free of streaks, stains, spots, and smudges.
- 8) **Elevators.** All elevators are to be swept and damp mopped. Doors inside and outside shall be cleaned.

B. **Weekly**

- 1) **Clean Interior Glass/Mirrors.** Clean interior glass on all doors.
- 2) **Clean Stairways.** All floor surfaces shall be cleaned as appropriate for floor covering. Handrails shall be cleaned and disinfected.

C. **Monthly**

- 1) **Dust Ceiling Fans.** All ceiling fans will be dry dusted.
- 2) **Blinds and Windowsills.** All blinds are to be dusted and the windowsills are to be cleaned and free from dust and any foreign objects.

2. **Basic Restrooms/Locker Rooms Cleaning Services:** Vendor shall accomplish all cleaning tasks to meet the requirements of this scope of work. The minimum cleaning frequencies for restrooms and locker rooms are listed below:

A. **Daily**

- 1) **Clean and Disinfect.** Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, dispensers, doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles shall be free of deposits, dirt, streaks, and odors.
- 2) **Sweep and Mop Floors.** After sweeping and mopping, the entire floor surface shall be free from litter, dirt, dust, and debris. Grout on walls and floor tiles shall be free of dirt, scum, mildew, and residue. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath.
- 3) **Stock Restroom Supplies.** Vendor shall ensure restrooms are stocked sufficiently so that supplies do not run out. Supplies shall be stored in designated areas. The City will supply paper products and the vendor will be responsible for supplying cleaning products.
- 4) **Trash Removal.** Remove trash from bins and replace liners.

B. **Weekly**

- 1) Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, and metal guards), and wall areas adjacent to wall-mounted lavatories, urinals, and toilets.

3. **Floor Maintenance:** The City currently has the following types of flooring:

- VCT – Stripping and waxing or buffing
- Tile Ceramic – Deep cleaning

Exhibit A – SCOPE OF WORK (DSBE SET-ASIDE)**CONTRACT FAC/220400**

- A. All pricing for floor maintenance shall be based on a square foot price of flooring. Floor maintenance pricing is optional and will not be considered in the determination of award. Pricing for floor maintenance shall be provided for the following services:
- 1) Stripping and waxing
 - 2) Deep cleaning (tile)
 - 3) Buffing
- B. City will make the determination when floors are to be deep cleaned, stripped, and waxed, or buffed.
4. **Emergency Services:** Upon notification, the vendor shall perform emergency cleaning required in any building, area, or room covered under this contract. Vendor shall begin emergency work, as determined by the point of contact, within one (1) hour of notification, which may be verbal. Emergency cleaning services will be priced **per hour** and will not be considered in determination of award.
5. **Working Hours:** The normal/standard working hours for this project are 5:00 AM – 9:00 AM and/or 5:00 PM to 9:00 PM Monday through Friday, excluding holidays. Vendor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. Vendor must certify they possess sufficient equipment/staff to perform services outlined herein.
3. The Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. 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.
5. 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.
6. 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.
7. No smoking is allowed on City property or projects.
8. Vendor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
9. All company trucks must have a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Vendor for the performance of services:
 - A. Access to City buildings and facilities to perform the work. The Facilities department will provide keys to the building and will assist in getting badge access and alarm codes for the vendors.

- B. Designated storage areas where available. Vendor will be made aware of such locations.
 - C. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Vendor's responsibilities.
 - D. Provide office facilities for the Vendor, if needed.
 - E. The City of Ocala will be furnishing paper products for restrooms and break rooms and trash liners. It will be the vendors responsibility to refill break rooms and restrooms as needed.
2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a mark-up fee for material furnished by the City.

VENDOR RESPONSIBILITIES

1. Staffing should be determined by the services outlined in this scope of work and assigned to specific facilities. The number of staff assigned to each facility should be based on the number of hours recommended in the industry standard for the services outlined.
2. Provide all management, tools, equipment, supplies, and labor necessary to ensure janitorial services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat, and professional appearance.
3. Employees must be able to communicate effectively in English, both verbally and in writing. Smoking, consumption of alcohol, use of illegal drugs, or use of legal drugs in an illegal manner is prohibited on or near any City property, at any time.
4. Ensure that satisfactory standards are maintained with regards to employees' competency, conduct, appearance, and integrity, at the discretion of the City. All employees must wear a shirt with the company name or logo on it, as well as an ID badge at all times while on City property.
5. All cleaning materials must be approved by the city Project Manager. Furnish Safety Data Sheets (SDS) on **all** products used in all City facilities. The SDS will be kept with all products used at each location. A copy shall also be provided to the City Project Manager. Vendor will be held responsible for any damage due to chemical cleaning products because of negligence on the part of the vendor's employees, agents, or representatives to any person and/or property.
6. Under no circumstances or for any reason shall the contractor, its employees, agents, or representatives ever dispose of any flammable, toxic, or caustic materials into any City provided container or in or upon and City property. Should the contractor knowingly violate the terms of this provision, the contractor shall be held liable for the cost of the timely and proper legal disposal of said material(s). Further, the contractor shall be held liable for any monetary or penalty imposed upon the City otherwise and for remediation of any property damage caused by said disposal.
7. Confine equipment, storage of equipment and materials, and the operation of contractor's workers to areas permitted by law, ordinances, or permits, and shall not unreasonably encumber the premises with materials or equipment.
8. Accept responsibility for any damage to City or personal property due to negligence on the part of the Vendor and/or their employees.
9. Inform the City Project Manager of any known deficiencies in the buildings (spots, stains, clogged toilets, broken dispensers, water leaks, elevator malfunctions, etc.). Deficiencies that require immediate attention must be communicated to the City Project Manager immediately.

Exhibit A – SCOPE OF WORK (DSBE SET-ASIDE)

CONTRACT FAC/220400

10. Be fully responsible for the replacement of any keys lost or damaged by vendor's employees, agents, or representatives. If a City facility's security is jeopardized by the vendor's mismanagement of keys or access cards, the vendor shall reimburse the City for all costs to ensure the security of the facility.
11. The Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
12. The Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
13. Vendor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

SUB-CONTRACTORS

1. Vendor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Vendor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. Work site will be completely cleaned after each day of work.
 - C. Vendor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in the original locations.
 - B. All work areas must be returned to original condition.
 - C. The Vendor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition.

SAFETY

1. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

INVOICING

1. All original invoices will be sent to: John King, Project Manager, 1805 NE 30th Avenue, Bldg. 200, Ocala, FL, 34470, email jking@ocalafl.org.
2. Vendor will invoice at least once a month.



CHANGES. No modifications of this solicitation shall be binding upon the City unless approved in writing by an authorized representative of the City's Procurement Department or authorized in writing by the designated City Project/Contract Manager.

PAYMENT TERMS. By providing a solicitation response, the Contractor agrees that payment terms shall be as set forth in accordance with Florida's Prompt Payment Act. Should Contractor fail to perform the service required under a contract then the City may, at its option, retain any, or all, of the payment otherwise due until any service discrepancies are corrected. Repeated service discrepancies on behalf of the Contractor shall entitle the City to terminate this contract without notice, and retain any past due payments otherwise owing under this contract as liquidated damages.

TAXES. The City is exempt from Federal and State taxes, both excise, sales and use taxes, and any otherlike taxes. The City's Florida sales tax exemption # is: 85-8012621655C-9.

OFFER AND ACCEPTANCE. The submitted bid of the Contractor is a contractual obligation when offer is subsequently accepted by the City. The City reserves the right to request modification of the Contractor's offer to fully meet the needs of the City, and any further offer is binding upon the Contractor. If this solicitation is a result of a competitive award, all conditions, provisions, terms, and specifications of the solicitation shall become a part of and are incorporated in the contract and will become part of the contractual obligation.

LEGAL VENUE. The legal venue for any civil action or legal proceeding arising out of this order shall be the state or federal courts of Marion County, Florida.

FORCE MAJEURE. Contractor will not be held responsible for delays in delivery due to Acts of God, fire, extreme weather, strikes, accidents, war, and common carrier transportation delays provided the Contractor notifies the City's Contracting Officer immediately in writing of the pending delay. In the event of documented delays, the date of delivery will be extended for a period equal to the time lost due to force majeure.

PERFORMANCE EVALUATION. At the end of the contract, the City may evaluate Contractor performance. This evaluation will become public record.

INDEMNIFICATION AND INSURANCE. Contractor agrees to indemnify, save, and hold harmless the City, its employees, elected officials, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any negligent act or omission by the Contractor, or its employees, agents, subcontractors, or assignees arising out of the services or goods

provided under this solicitation. Contractor agrees to maintain insurance in accordance with the City's insurance standards established by the Risk Department. All insurance certificates and endorsements listing the City of Ocala as additional insured must be mailed to the Procurement & Contracting Office, 110 SE Watula Ave, 3rd FL, Ocala, FL 34471.

DEFAULT. In the event of default by the Contractor, the City may procure the articles or services covered by this solicitation from other sources. The following shall constitute a default: (1) Failure to complete services within the promised time. (2) Unauthorized substitution, or services deemed by the City to be inferior. (3) Inability of the Contractor to fulfill the terms and conditions of this solicitation.

TERMINATION. (1) This Solicitation may be canceled by the City's Contracting Officer in whole or in part at any time the interest of the City requires such termination. (2) If the City determines the performance of the Contractor is not satisfactory, the City shall have the right to immediately terminate the contract. (3) If the City requires termination of the contract for reasons other than unsatisfactory performance, the City shall notify the Contractor of such termination, and the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress shall become the property of the City and shall be turned over promptly by the Contractor.

SUSPENSION AND DEBARMENT. The City Contracting Officer may suspend or debar a contractor for cause. A suspended or debarred contractor shall not be eligible to provide any goods or perform any services, during the duration of such suspension or debarment; provided, however, the Council shall have the power at any time to waive, stay, or lift such suspension or debarment upon the application of the contractor. Causes for suspension or debarment: (1) Failure to perform or fully comply with the conditions, specifications, or terms of a purchase or contract with the City; (2) Commission of any purposeful misrepresentation in connection with a bid/quotation; (3) Contractor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; (4) Violation of the ethical standards set forth in local, state, or federal law; (5) Charged by a court of competent jurisdiction of a felony.

COMPLIANCE. Contractors who submit solicitation responses:

- (1) Agree to comply the requirements of Florida Statute 287.087 for a Drug Free Workplace.
- (2) Agree to comply with the requirements of Florida Statute 448.095 for Employment Eligibility. Employers, contractors and their subcontractors are required to register and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. Violations will result in contract termination. (E-Verify is operated by the U.S. Department of Homeland Security).

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|--------------------------------|---|
| TITLE | For Signature: Amendment 1 - Janitorial Services Agreement... |
| FILE NAME | First Amendment -... LLC (FAC 220.pdf) |
| DOCUMENT ID | cd4c0eaac21f97dfc9552d3dbabad0b230b6c6fd |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ● Signed |

Document History



08 / 04 / 2022
07:48:10 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ire Bethea, Sr. (ibethea@ocalafl.org), Angel Jacobs (ajacobs@ocalafl.org) and Serviamigos Solutions, LLC (info@serviamigos.net) from plewis@ocalafl.org
IP: 216.255.240.104



08 / 04 / 2022
09:27:45 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 216.255.247.55



08 / 04 / 2022
09:28:30 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 216.255.247.55



08 / 12 / 2022
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Viewed by Ire Bethea, Sr. (ibethea@ocalafl.org)
IP: 24.250.133.62



08 / 12 / 2022
10:16:41 UTC-4

Signed by Ire Bethea, Sr. (ibethea@ocalafl.org)
IP: 24.250.133.62

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| TITLE | For Signature: Amendment 1 - Janitorial Services Agreement... |
| FILE NAME | First Amendment -... LLC (FAC 220.pdf) |
| DOCUMENT ID | cd4c0eaac21f97dfc9552d3dbabad0b230b6c6fd |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ● Signed |

Document History

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|  VIEWED | 08 / 12 / 2022 11:16:20 UTC-4 | Viewed by Angel Jacobs (ajacobs@ocalaf.org) IP: 216.255.240.104 |
|  SIGNED | 08 / 12 / 2022 11:16:59 UTC-4 | Signed by Angel Jacobs (ajacobs@ocalaf.org) IP: 216.255.240.104 |
|  VIEWED | 08 / 12 / 2022 11:23:55 UTC-4 | Viewed by Serviamigos Solutions, LLC (info@serviamigos.net) IP: 174.211.233.82 |
|  SIGNED | 08 / 12 / 2022 11:28:19 UTC-4 | Signed by Serviamigos Solutions, LLC (info@serviamigos.net) IP: 174.211.233.82 |
|  COMPLETED | 08 / 12 / 2022 11:28:19 UTC-4 | The document has been completed. |



City of Ocala-City Hall
 Diverse Small Business Enterprise Program (DSBE)
 Contracting Officer 352-629-8366
 Community Outreach Coordinator 352-629-3966

1061

AGREEMENT TO PERFORM JANITORIAL SERVICES

I, SERVIAMIGOS SOLUTIONS, LLC agree to complete the janitorial services per the specifications in the scope of work provided for the following locations:

| Building Name/ Number of Floors | Cleaning Frequency | Building Address | SF | Monthly Cost |
|---|-----------------------------------|-----------------------------------|--------|---------------------|
| Park Shops 1 Floor | 2 Days/Week Tuesday & Thursday | 1307 NW 4 th Avenue | 6,250 | \$ 195.00 |
| Parks Administration 1 Floor | 2 Days/Week Tuesday & Thursday | 1307 NW 4 th Avenue | 3,528 | \$ 180.00 |
| Barbara Washington Adult Center 1 Floor | 5 Days/Week | 210 NW 12 th Avenue | 2,101 | \$ 580.00 |
| Lilian Bryant Center 1 Floor | 5 Days/Week | 2200 NW 17 th Place | 10,366 | \$ 465.00 |
| Upcharge for General Liability Insurance Premium (1-YR) | | | | \$ 912.45 |
| Monthly Total | | | | \$ 1,420.00 |
| Annual Total | | | | \$ 17,040.00 |
| Initial 3-Year Contract Term Total | | | | \$ 51,120.00 |
| SEE ATTACHED EXHIBITS FOR TERMS & CONDITIONS OF THIS AGREEMENT | | | | |

Period of services: May 1, 2022, to April 30, 2025

CONTRACTOR INFORMATION

Business Name: ServiAmigos Solutions, LLC

Phone: 352-282-2025

Email: info@serviamigos.net

Agreed by; signature: _____

Print name: Andres Briceño

Exhibits: Exhibit A – Scope of Work; Exhibit B – Terms & Conditions



City of Ocala-City Hall
 Diverse Small Business Enterprise Program (DSBE)
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1064

AGREEMENT TO PERFORM JANITORIAL SERVICES

I, SERVIAMIGOS SOLUTIONS, LLC agree to complete the janitorial services per the specifications in the scope of work provided for the following locations:

| Building Name/ Number of Floors | Cleaning Frequency | Building Address | SF | Weekly Cost | Monthly Cost |
|------------------------------------|--------------------------|-----------------------|--------|----------------|--------------|
| Amtrak Train Station 1 Floor | 1 Day/ Week Wednesday | 531 NE 1st Avenue | 1,440 | \$ 21.25 | \$ 85.00 |
| Discovery Center 2 Floors | 5 Days/ Week | 701 Sanchez | 11,900 | \$ 137.50 | \$ 550.00 |
| ED Croskey Center 1 Floor | 5 Days/ Week | 1510 NW 4th Street | 17,618 | \$ 91.25 | \$ 365.00 |

SEE ATTACHED EXHIBITS FOR TERMS & CONDITIONS OF THIS AGREEMENT

Period of services: May 1, 2022, to May 22, 2022

CONTRACTOR INFORMATION

Business Name: ServiAmigos Solutions, LLC

Phone: 352-282-2025

Email: info@serviamigos.net

Agreed by; signature: _____

Print name: _____


 Andres Briceno

Exhibits: Exhibit A – Scope of Work; Exhibit B – Terms & Conditions

BACKGROUND

1. The City of Ocala requires the services of an experienced vendor to provide janitorial services for various buildings and facilities. These services will cover offices, reception areas, restrooms, break rooms, kitchens, rental lounges, auditoriums, etc.

INSURANCE REQUIREMENTS AND BACKGROUND CHECK REQUIREMENTS

1. **Commercial General Liability:** with limits of \$500,000. City of Ocala must be listed as additional insured.
2. **Commercial Automotive Liability:** with limits not less than Florida personal injury protection (PIP) coverage.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.
4. **Level II Background Check Requirement:** Contractor employees and all sub-contractors working on-site must complete a Level II background check. Background checks shall be scheduled with the City of Ocala Project Manager and will be conducted by the Ocala Police Department.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of three (3) years with the option of renewal.
2. **Renewals:** Two (2) optional, one-year renewal terms.
3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Vendor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Vendor will be required to perform the following services for the City of Ocala:
 - A. **Daily**
 - 1) **Maintain Floors.** All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, and wet mopped to ensure the floors are free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. Chairs, trash receptacles, rugs, chair mats and all other items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position.
 - 2) **Remove Trash.** All trash containers in common areas shall be emptied on days of cleaning service. All trash receptacles and boxes in office will be emptied by City staff. Trash shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors.
 - 3) **Empty and Clean Ashtrays.** The vendor shall empty all ashtray urns on days of cleaning service.
 - 4) **Clean Drinking Fountains.** Clean and disinfect all drinking fountains.
 - 5) **Vacuum Carpets.** Vacuum all carpeted areas.

- 6) **General Spot Cleaning.** Perform spot cleaning on a continual basis. Spot cleaning includes door guards, door handles, push bars, and kick plates. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.
 - 7) **Kitchens/Lounge Areas/Break Rooms.** Clean and disinfect all tables, sinks, countertops, and stovetops. Surfaces shall be free of streaks, stains, spots, and smudges.
 - 8) **Elevators.** All elevators are to be swept and damp mopped. Doors inside and outside shall be cleaned.
- B. **Weekly**
- 1) **Clean Interior Glass/Mirrors.** Clean interior glass on all doors.
 - 2) **Clean Stairways.** All floor surfaces shall be cleaned as appropriate for floor covering. Handrails shall be cleaned and disinfected.
- C. **Monthly**
- 1) **Dust Ceiling Fans.** All ceiling fans will be dry dusted.
 - 2) **Blinds and Windowsills.** All blinds are to be dusted and the windowsills are to be cleaned and free from dust and any foreign objects.
2. **Basic Restrooms/Locker Rooms Cleaning Services:** Vendor shall accomplish all cleaning tasks to meet the requirements of this scope of work. The minimum cleaning frequencies for restrooms and locker rooms are listed below:
- A. **Daily**
- 1) **Clean and Disinfect.** Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, dispensers, doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles shall be free of deposits, dirt, streaks, and odors.
 - 2) **Sweep and Mop Floors.** After sweeping and mopping, the entire floor surface shall be free from litter, dirt, dust, and debris. Grout on walls and floor tiles shall be free of dirt, scum, mildew, and residue. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath.
 - 3) **Stock Restroom Supplies.** Vendor shall ensure restrooms are stocked sufficiently so that supplies do not run out. Supplies shall be stored in designated areas. The City will supply paper products and the vendor will be responsible for supplying cleaning products.
 - 4) **Trash Removal.** Remove trash from bins and replace liners.
- B. **Weekly**
- 1) Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, and metal guards), and wall areas adjacent to wall-mounted lavatories, urinals, and toilets.
3. **Floor Maintenance:** The City currently has the following types of flooring:
- VCT – Stripping and waxing or buffing
 - Tile Ceramic – Deep cleaning

- A. All pricing for floor maintenance shall be based on a square foot price of flooring. Floor maintenance pricing is optional and will not be considered in the determination of award. Pricing for floor maintenance shall be provided for the following services:
- 1) Stripping and waxing
 - 2) Deep cleaning (tile)
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- B. City will make the determination when floors are to be deep cleaned, stripped, and waxed, or buffed.
4. **Emergency Services:** Upon notification, the vendor shall perform emergency cleaning required in any building, area, or room covered under this contract. Vendor shall begin emergency work, as determined by the point of contact, within one (1) hour of notification, which may be verbal. Emergency cleaning services will be priced **per hour** and will not be considered in determination of award.
5. **Working Hours:** The normal/standard working hours for this project are 5:00 AM – 9:00 AM and/or 5:00 PM to 9:00 PM Monday through Friday, excluding holidays. Vendor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

VENDOR EMPLOYEES AND EQUIPMENT

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3. The Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. 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.
5. 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.
6. 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.
7. No smoking is allowed on City property or projects.
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 - B. Designated storage areas where available. Vendor will be made aware of such locations.

- C. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Vendor's responsibilities.
 - D. Provide office facilities for the Vendor, if needed.
2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a mark-up fee for material furnished by the City.

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3. Employees must be able to communicate effectively in English, both verbally and in writing. Smoking, consumption of alcohol, use of illegal drugs, or use of legal drugs in an illegal manner is prohibited on or near any City property, at any time.
4. Ensure that satisfactory standards are maintained with regards to employees' competency, conduct, appearance, and integrity, at the discretion of the City. All employees must wear a shirt with the company name or logo on it, as well as an ID badge at all times while on City property.
5. All cleaning materials must be approved by the city Project Manager. Furnish Safety Data Sheets (SDS) on **all** products used in all City facilities. The SDS will be kept with all products used at each location. A copy shall also be provided to the City Project Manager. Vendor will be held responsible for any damage due to chemical cleaning products because of negligence on the part of the vendor's employees, agents, or representatives to any person and/or property.
6. Under no circumstances or for any reason shall the contractor, its employees, agents, or representatives ever dispose of any flammable, toxic, or caustic materials into any City provided container or in or upon and City property. Should the contractor knowingly violate the terms of this provision, the contractor shall be held liable for the cost of the timely and proper legal disposal of said material(s). Further, the contractor shall be held liable for any monetary or penalty imposed upon the City otherwise and for remediation of any property damage caused by said disposal.
7. Confine equipment, storage of equipment and materials, and the operation of contractor's workers to areas permitted by law, ordinances, or permits, and shall not unreasonably encumber the premises with materials or equipment.
8. Accept responsibility for any damage to City or personal property due to negligence on the part of the Vendor and/or their employees.
9. Inform the City Project Manager of any known deficiencies in the buildings (spots, stains, clogged toilets, broken dispensers, water leaks, elevator malfunctions, etc.). Deficiencies that require immediate attention must be communicated to the City Project Manager immediately.
10. Be fully responsible for the replacement of any keys lost or damaged by vendor's employees, agents, or representatives. If a City facility's security is jeopardized by the vendor's mismanagement of keys or access cards, the vendor shall reimburse the City for all costs to ensure the security of the facility.

11. The Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
12. The Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
13. Vendor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

SUB-CONTRACTORS

1. Vendor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Vendor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. Work site will be completely cleaned after each day of work.
 - C. Vendor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in the original locations.
 - B. All work areas must be returned to original condition.
 - C. The Vendor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition.

SAFETY

1. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

INVOICING

1. All original invoices will be sent to: Christina Guy, Project Manager, 1805 NE 30th Avenue, Bldg. 200, Ocala, FL, 34470, email cguy@ocalafl.org.
2. Vendor will invoice at least once a month.



CHANGES. No modifications of this solicitation shall be binding upon the City unless approved in writing by an authorized representative of the City's Procurement Department or authorized in writing by the designated City Project/Contract Manager.

PAYMENT TERMS. By providing a solicitation response, the Contractor agrees that payment terms shall be as set forth in accordance with Florida's Prompt Payment Act. Should Contractor fail to perform the service required under a contract then the City may, at its option, retain any, or all, of the payment otherwise due until any service discrepancies are corrected. Repeated service discrepancies on behalf of the Contractor shall entitle the City to terminate this contract without notice, and retain any past due payments otherwise owing under this contract as liquidated damages.

TAXES. The City is exempt from Federal and State taxes, both excise, sales and use taxes, and any otherlike taxes. The City's Florida sales tax exemption # is: 85-8012621655C-9.

OFFER AND ACCEPTANCE. The submitted bid of the Contractor is a contractual obligation when offer is subsequently accepted by the City. The City reserves the right to request modification of the Contractor's offer to fully meet the needs of the City, and any further offer is binding upon the Contractor. If this solicitation is a result of a competitive award, all conditions, provisions, terms, and specifications of the solicitation shall become a part of and are incorporated in the contract and will become part of the contractual obligation.

LEGAL VENUE. The legal venue for any civil action or legal proceeding arising out of this order shall be the state or federal courts of Marion County, Florida.

FORCE MAJEURE. Contractor will not be held responsible for delays in delivery due to Acts of God, fire, extreme weather, strikes, accidents, war, and common carrier transportation delays provided the Contractor notifies the City's Contracting Officer immediately in writing of the pending delay. In the event of documented delays, the date of delivery will be extended for a period equal to the time lost due to force majeure.

PERFORMANCE EVALUATION. At the end of the contract, the City may evaluate Contractor performance. This evaluation will become public record.

INDEMNIFICATION AND INSURANCE. Contractor agrees to indemnify, save, and hold harmless the City, its employees, elected officials, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any negligent act or omission by the Contractor, or its employees, agents, subcontractors, or assignees arising out of the services or goods

provided under this solicitation. Contractor agrees to maintain insurance in accordance with the City's insurance standards established by the Risk Department. All insurance certificates and endorsements listing the City of Ocala as additional insured must be mailed to the Procurement & Contracting Office, 110 SE Watula Ave, 3rd FL, Ocala, FL 34471.

DEFAULT. In the event of default by the Contractor, the City may procure the articles or services covered by this solicitation from other sources. The following shall constitute a default: (1) Failure to complete services within the promised time. (2) Unauthorized substitution, or services deemed by the City to be inferior. (3) Inability of the Contractor to fulfill the terms and conditions of this solicitation.

TERMINATION. (1) This Solicitation may be canceled by the City's Contracting Officer in whole or in part at any time the interest of the City requires such termination. (2) If the City determines the performance of the Contractor is not satisfactory, the City shall have the right to immediately terminate the contract. (3) If the City requires termination of the contract for reasons other than unsatisfactory performance, the City shall notify the Contractor of such termination, and the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress shall become the property of the City and shall be turned over promptly by the Contractor.

SUSPENSION AND DEBARMENT. The City Contracting Officer may suspend or debar a contractor for cause. A suspended or debarred contractor shall not be eligible to provide any goods or perform any services, during the duration of such suspension or debarment; provided, however, the Council shall have the power at any time to waive, stay, or lift such suspension or debarment upon the application of the contractor. Causes for suspension or debarment: (1) Failure to perform or fully comply with the conditions, specifications, or terms of a purchase or contract with the City; (2) Commission of any purposeful misrepresentation in connection with a bid/quotation; (3) Contractor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; (4) Violation of the ethical standards set forth in local, state, or federal law; (5) Charged by a court of competent jurisdiction of a felony.

COMPLIANCE. Contractors who submit solicitation responses:

(1) Agree to comply the requirements of Florida Statute 287.087 for a Drug Free Workplace.

(2) Agree to comply with the requirements of Florida Statute 448.095 for Employment Eligibility. Employers, contractors and their subcontractors are required to register and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. Violations will result in contract termination. (E-Verify is operated by the U.S. Department of Homeland Security).



Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2022-1271

ID #: 2022-1271

Type: Agenda Item

Status: Passed

Version: 1

Placement: 9

In Control: City Council

File Created: 07/20/2022

Presented By: :

Final Action: 08/02/2022

Formal Title: Approve First Amendment to the janitorial services agreement with ServiAmigos Solutions, LLC, to provide additional janitorial services at the MLK SportsPlex, Tom's Park, and Ocala Skate Park over the remainder of the three-year contract term for an additional expenditure of \$51,645

Internal Notes:

Target Meeting: 08/02/2022

Sponsors:

Enactment Date:

Attachments: First Amendment (Revised) - DSBE Contract #1061 - **Enactment Number:** ServiAmigos, Servamigos Janitorial Contract (1)

Recommendation:

Hearing Date:

Entered by: cguy@ocalafl.org

Effective Date:

History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|--------------|------------|----------|----------|-----------|--------------|---------|
| 1 | City Council | 08/02/2022 | Approved | | | | Pass |
| Aye: 5 Pro Tem Hilty Sr, Pro Tem Dreyer, Council Member Mansfield, Council Member Musleh, and Council President Bethea Sr | | | | | | | |

Text of Legislative File 2022-1271

Submitted By: Christina Guy

Presentation By: John King

..end

Department: Facilities Management

STAFF RECOMMENDATION (Motion Ready):

Approve First Amendment to the janitorial services agreement with ServiAmigos Solutions, LLC, to provide additional janitorial services at the MLK SportsPlex, Tom's Park, and Ocala Skate Park over the remainder of the three-year contract term for an additional expenditure of \$51,645

..end

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place.

PROOF OF PUBLICATION:

Bid released to Diverse Small Business Enterprise (DSBE) vendors: 6/1/2022, 7/1/2022

BACKGROUND:

Janitorial services are necessary to maintain the cleanliness and hygiene of City-operated parks, buildings, and facilities. Since the expiration of the janitorial services contracts for the restrooms at MLK SportsPlex, Tom's Park, and Ocala Skate Park, daily and weekly cleaning services are needed for each of these locations.

FINDINGS AND CONCLUSIONS:

On July 1, 2022, the City issued RFQ#: FAC/220400 as a DSBE Program add-on solicitation for janitorial services.

A total of five (5) DSBE-certified firms responded to the solicitation; all of which are active vendors under the City's Citywide Janitorial Services Contract, FAC/220400. ServiAmigos Solutions, LLC was found to be the lowest responsive and responsible bidder for janitorial services at MLK SportsPlex, Tom's Park, and Ocala Skate Park. This Amendment will add MLK SportsPlex, Tom's Park, and Ocala Skate Park as additional service locations under ServiAmigos's existing janitorial services contract, FAC/220400-1061, for the remaining 33-month term as follows:

FISCAL IMPACT:

Funding for this contract is appropriated and encumbered in the Facilities account 001-026-321-519-51-34010 (Other Services). The total contract amount of \$103,677.45 will be expensed annually.

PROCUREMENT REVIEW:

The services subject to this amendment have been procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

This Agreement will be reviewed and approved for form and legality by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

Approve, Deny, Amend



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-0561

Agenda Item #: 6g.

Submitted By: Buck Lovell

Presentation By: Doug Peebles

Department: Electric Utility

STAFF RECOMMENDATION (Motion Ready):

Approve a Mutual Aid Agreement with Florida Municipal Power Agency for Leased Employee Services in an amount not to exceed \$90,000

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The Florida Municipal Power Agency's (FMPA) leased employee program allows experienced industry professionals to provide essential services to FMPA's utility members. Ocala Electric Utility (OEU) occasionally requires temporary personnel support in various roles. Through this program, OEU may fill these roles with qualified professionals employed by FMPA and leased to OEU as needed. Areas of support may include engineering, compliance management, construction, administrative and operational leadership, and technical observation.

FINDINGS AND CONCLUSIONS:

Ocala Electric Utility requests approval to utilize the Mutual Aid Agreement for Leased Employee Services with FMPA.

FISCAL IMPACT:

Funding for the leased employee program is included in individual projects and impacts multiple accounts in the approved Fiscal Year 2025-26 budget.

PROCUREMENT REVIEW:

Employment agreements are exempt from competition under Procurement Policy PRO-070. This Agreement has been reviewed by the Procurement & Contracting Officer in compliance with City policy.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

**MUTUAL AID AGREEMENT
FOR LEASED EMPLOYEE SERVICES**

This Mutual Aid Agreement for Leased Employee Services is entered into as of _____, (the “Effective Date”) by and between **Florida Municipal Power Agency** (“FMPA”) and the **City of Ocala** (“Member”). FMPA and Member may also be referred to in this Agreement individual as a “Party” or collectively as the “Parties”

WHEREAS, FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes;

WHEREAS, Member is a municipal electric utility and a member of FMPA;

WHEREAS, FMPA members desire and have authorized FMPA to retain one or more professionals with experience in Florida municipal electric utility industry matters (hereinafter “Leased Employee”) to support or assist FMPA members from time to time with various member projects or issues (the “Services”);

WHEREAS, FMPA has, or will use reasonable efforts to, employ such Leased Employee(s) to facilitate FMPA members’ engagement of Lease Employees to provide the Services; and

WHEREAS, FMPA and Member desire to establish the terms and conditions of Member’s engagement of Leased Employees to perform Services, and to define the Parties’ respective responsibilities and obligations with respect thereto.

WHEREAS, the Services contemplated by this Agreement may include, but shall not be limited to, support or assistance on projects for which Federal Emergency Management Agency (“FEMA”) Public Assistance Program funding may be available to Member, and as such, the Parties intend this Agreement to serve as a mutual aid agreement eligible for reimbursement thereunder;

NOW THEREFORE, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Term/Termination

1.1 *Term*. This Agreement shall take effect as of the Effective Date and, unless earlier terminated in accordance with this Agreement, shall continue in effect for one year thereafter (the “Initial Term”). This Agreement shall thereafter be eligible for successive one-year additional terms (each a “Renewal Term”) upon mutual agreement between the Parties.

1.2 *Termination*. Either Party may terminate this Agreement at any time upon written Notice to the other Party; provided, however, that Member shall remain responsible for all costs incurred for Services up to the effective date of such Notice, and the payment terms and obligations of this Agreement shall survive such termination until Member has made final payment to FMPA for all Services incurred up to FMPA’s receipt of such notice of termination.

1.3 *Cessation of Services.* (a) Notwithstanding anything in this Agreement to the contrary, Member may cease receiving Services from any Leased Employee at any time upon verbal or written notice to such Leased Employee and FMPA. If such notice is given verbally, Member shall provide written Notice to FMPA as promptly as practicable thereafter. FMPA shall direct Leased Employee to cease performing the Services.

(b) Notwithstanding Member's cessation of Services, or the reasons therefore, Member shall remain liable to FMPA for all costs incurred for Services provided up to and including the date of such cessation of Services.

(c) Unless Member also provides Notice of termination of this Agreement pursuant to Section 1.2, this Agreement shall thereafter remain in effect, and Member may continue to utilize Services from Leased Employee(s) in the future in accordance with the terms of this Agreement.

Section 2. Member Engagement of Professional Services

2.1 (a) *Leased Employees.* FMPA shall maintain a list of Leased Employee(s), along with their relevant qualifications and past work experience, as well as estimated hourly rates for each Lease Employee. Upon request, FMPA shall provide Member with written qualifications, experience, and contact information for all Leased Employees.

(b) *Initial Engagement of Lease Employee(s).* If during the term of this Agreement Member desires to engage a Leased Employee to perform Services for Member, Member shall first notify FMPA and identify the general project scope and the Leased Employee(s) that Member wishes to engage. FMPA will provide Leased Employee(s) contact information so that Member and the Leased Employee can begin discussing the project scope.

(c) *Developing the Scope of Services.* Once selected, Member shall work directly with its selected Leased Employee to establish a scope of services for Member's project. Attached hereto as Attachment A is a template form for use by Member to assist with developing a scope of services, which may include an estimated project timeline, not-to-exceed amount, and other relevant issues to be negotiated and agreed to by Member and Leased Employee (the "Scope of Services").

(d) *FMPA Approval of Scope of Services.* Once complete, Member shall provide the draft Scope of Services to FMPA for review and approval. Once approved, FMPA shall direct the Leased Employee to perform the Services for Member in accordance with the Scope of Services. Member shall not begin receiving Services without FMPA's prior approval of the Scope of Services.

2.2 *Changes to Scope of Services.* If Member desires at any time to change the Scope of Services, Member shall so notify FMPA. Member and Leased Employee shall first discuss any desired changes to the Scope of Services, and provide a draft amended Scope of Services to FMPA. Upon review and approval, FMPA shall then direct Leased Employee to implement in accordance with the revised Scope of Services.

2.3 *Background Checks.* Prior to engaging in any work for the Member, every Leased Employee shall be subject to a background check and verification of experience by the City of Ocala's Human Resources Department.

Section 3. Billing & Payment

3.1 *FMPA Payment to Leased Employees.* Leased Employees shall be hourly employees of FMPA. As such, FMPA will pay the Leased Employees directly through FMPA's payroll, with all applicable taxes deducted. Leased Employees shall not be entitled to FMPA benefits; however, Leased Employee's travel expenses shall be reimbursable in accordance with the then-current FMPA travel reimbursement policy.

3.2 *Invoicing Member for Services; Payment.* (a) FMPA shall invoice Member each month for the total cost of Services provided by a Leased Employee to Member during the preceding month. The invoice shall include the total cost for hours worked by the Leased Employee during the preceding month, which shall include the Leased Employee's hourly rate as well as applicable taxes paid by FMPA, as well as any reimbursable per diem, travel, lodging, or other expenses that were reimbursed to Leased Employee by FMPA during the preceding month.

(b) Upon request by Member, FMPA will provide Member a copy of Leased Employee's payroll information and documentation evidencing Leased Employee's reimbursed expenses for Member's review. Member must promptly notify FMPA of any disputed amounts.

(c) Member shall pay all invoices from FMPA within thirty (30) days of receipt. Member agrees to pay FMPA disputed bills during the pendency of any dispute.

3.3 *Invoicing ARP Participants.* If Member is an FMPA All-Requirements Power Supply Project Participant, then Member hereby agrees that any amounts owed under this Agreement constitute a Revenue Requirement, as defined in the All-Requirements Power Supply Contract between FMPA and Member, and, as such, may be added to Member's monthly All-Requirement Power Supply Project bill.

Section 4. FMPA Responsibilities

4.1 *FMPA Responsibilities.* During the term of this Agreement, FMPA shall:

- (a) Use reasonable efforts to employ one or more qualified Leased Employee(s) to provide the professional services contemplated herein.
- (b) Acquire from Leased Employee written qualifications and experience, and hourly pricing information necessary to assist Member in selecting a Leased Employee for professional services.
- (c) Facilitate Member's and Leased Employee engagement by providing Member with Leased Employees contact information and directing Leased Employee(s) to engage with Member to perform the Services in accordance with the Scope of Services.
- (d) Assist Member, if so requested by Member, in developing the Scope of Services.

- (e) Provide Member with payroll information and documentation evidencing reimbursed expenses to support FMPA's monthly invoices.
- (f) As requested by Member, review deliverables, and otherwise provide project support in consultation with Member.

Section 5. Member Responsibilities

5.1 *Member Responsibilities.* During the term of this Agreement, Member shall:

- (a) Engage directly with Leased Employee to develop and execute the Scope of Services.
- (b) Direct and monitor, and have final approval authority and responsibility for, Leased Employee's work.
- (c) Review and implement, in its sole discretion, any deliverables, services or recommendations of Leased Employee.
- (d) Keep FMPA regularly informed of Leased Employee's performance, progress of the Scope of Services, and any other information reasonably requested by FMPA that FMPA deems necessary.
- (e) Provide FMPA with feedback, suggested changes, or other information regarding the Leased Employee program to assist FMPA with identifying best practices, improvements, and benefits to the program.

Section 6. Limitation of Liability

6.1 *Limitation of Liability.* FMPA and Member acknowledge and agree that FMPA has employed, and is making available to Member, Leased Employee(s) as a member service to Member. As such, Member acknowledges and agrees that its utilization of Leased Employee and any Services rendered by Leased Employee under this Agreement shall be at Member's own risk and liability. FMPA shall not be liable, and Member agrees to hold FMPA harmless, from any damage to Member's property or system or harm to Member or any third parties, that result from Member's use of Leased Employee's Services, including, without limitation, Members use of or reliance upon any of Leased Employee's deliverables, services or recommendations.

Section 7. Insurance

7.1 *Workers Compensation Insurance.* Leased Employee shall be covered under FMPA's workers compensation insurance while employed by FMPA.

7.2 *No other Insurance.* Member acknowledges that neither FMPA nor Leased Employee shall be required to carry any general liability or professional liability insurance coverage for the benefit of Member for any damage or harm caused to Member property or system that result from Member taking Services from Leased Employee(s) under this Agreement.

Section 8. Notices

8.1 *Notices.* All notices requests, consents, and other communications that are required to be in writing hereunder (“Notices”) shall be deemed to have been validly served, or given after deposit in the United States mails, postage prepaid, by certified mail with return receipt requested, delivery to an overnight courier, or if transmitted by email, addressed to the Party to be notified as follows:

If to FMPA at: Assistant General Manager of Power Resources
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
Telephone No. (888) 774-7606 (toll free)
(407) 355-7767
Email: sharon.adams@fmpa.com

With a copy to: General Counsel
Florida Municipal Power Agency
2061-2 Delta Way
Post Office Box 3209
Tallahassee, Florida 32315-3209
Telephone No. (877) 297-2012 (toll free)
(850) 297-2011
Email: jody.finklea@fmpa.com
dan.ohagan@fmpa.com

If to Member at: Chief of Staff
City of Ocala
Attn: Christopher J. Watt, Esq.
110 SE Watula Avenue, 2nd Floor
Ocala, Florida 34471
Telephone No. (352) 401-3994
Email: cwatt@ocalafl.gov

With a copy to: City Attorney
City of Ocala
Attn: William E. Sexton, Esq.
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Telephone No. (352) 401-3972
Email: cityattorney@ocalafl.gov

Except as otherwise provided in this Agreement, any Notices shall be deemed received only upon actual delivery at the address set forth above. Email Notices shall be deemed delivered upon receipt by the receiving party's email server. Notices delivered after 5:00 p.m. (local time and at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and holidays recognized by FMPA shall not be regarded as business days. Counsel for FMPA and counsel for Member may deliver Notice on behalf of FMPA and Member. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addresses set forth in this Agreement.

Section 9. General Terms and Conditions

9.1 *Assignment.* This Agreement shall not be assigned in whole or in part except as may be approved in writing by FMPA and Member.

9.2 *No Waiver.* No term of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent. 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 continuing right of such Party to require performance of that provision or to exercise any right, power, or remedy hereunder.

9.3 *Amendments.* No amendment to this Agreement (including any amendment to this Section 9.3) shall be effective unless agreed to in writing by both of the Parties to this Agreement.

9.4 *Enforceability.* If any provision of this Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

9.5 *Governing Law.* This Agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this Agreement shall be brought exclusively in appropriate court in Leon County, Florida.

9.6 *No Presumption Against Drafter.* This Agreement reflects the negotiated agreement of the Parties. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one Party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

9.7 *Authority to Execute.* The execution of this Agreement has been duly authorized by the appropriate body or official of FMPA and Member, and both FMPA and Member have full power and authority to comply with the terms and provisions of this Agreement.

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

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first stated in the introductory paragraph.

**FLORIDA MUNICIPAL POWER
AGENCY**

CITY OF OCALA

Angel B. Jacobs
City Clerk

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

William E. Sexton, Esq.
City Attorney

SCOPE OF WORK – PRIMARY JOB FUNCTIONS

To provide the Electric utilities with skilled/professional support to assist with short-term or project based workforce needs.

Based on availability, FMPA will facilitate the leasing of employees from municipalities in the following capacities:

1. Special Projects: The Utilities can request Leased Employees for defined projects such as infrastructure upgrades and maintenance, system reliability improvements, regulatory compliance initiatives, and Storm Restoration.
2. Temporary Staffing: FMPA will provide personnel to cover employee absences, seasonal workload increases, or interim positions during the hiring process.
3. Technical Expertise: Leased employees may include Directors, Engineers, Lineworkers, System Operators, Administrative and support roles, regulatory compliance specialists, and all other essential utility personnel.
4. Leased Employee must maintain, required certifications, training, and testing requirements.

LEASED EMPLOYEES AND EQUIPMENT

1. The Leased Employee shall always provide a valid telephone number to the Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
2. The Leased Employee must wear suitable work clothes and/or personal protective equipment as defined by City Policy or OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
3. The Leased Employee will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala.
4. No smoking is allowed on City property or projects.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Leased Employee for the performance of services:
 - A. Access to City buildings and facilities to perform the work.
 - B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.

LEASED EMPLOYEE RESPONSIBILITIES

1. The Leased Employee shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. If the Leased Employee is advised to leave a property by the property owner or their representative, the Leased Employee shall leave at once without altercation. Leased Employee shall then contact the Project Manager immediately and advise of the reason for not completing the assigned project.

3. Data collected by the Leased Employee shall be in a format compatible with, or easily converted to City's databases.

SAFETY

1. In no event shall the City be responsible for any damages to any of the Leased Employee's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
2. Storage and adequate protection of all personal items and equipment will be the Leased Employee's responsibility.

Per Diem & Travel Expense Policy (policy)

FMPA reimburses all Staff members for reasonable and normal travel expenses incurred while engaged in Agency business. Travel expenses are limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by FMPA and must be within the limitations prescribed by this policy. Reimbursement for expenses is on the basis of a properly completed and approved travel Expense reports. Readiness to use vehicle allowance are provided to certain personnel and are approved in the annual budget process. Per Diem is reimbursed based on Ordinance No. 88-1. Meals are paid for in accordance with the U.S. General Services Administration (GSA) established per diem rates by travel destination as set forth by GSA each fiscal year effective October 1. Various modes of transportation can be used by an employee when traveling on official FMPA business. The amount of reimbursement received by an employee or officer depends on the mode of transportation utilized. An employee who travels by common carrier will be reimbursed for the actual cost of the most economical class of air travel available, as substantiated by a receipt. This does not include optional fees for a larger seat or upgrade in class. If transportation other than the most economical class is provided by common carrier, the officer or employee must reimburse FMPA for charges in excess of the most economical class.

Per Diem & Travel Expense (procedures)

Travel Expense Report

Reimbursement for expenses is based on a properly completed and approved Travel Expense Report. Receipts indicating the purpose of the expense are necessary for all expenses reimbursed in excess of \$5.00 when such receipts are customarily and ordinarily available. Any expenses incurred while traveling or entertaining must include documentation as to who, what, where, why and when. Reimbursement for mileage and tolls is based on a properly completed and approved Travel Expense Report which should include the origin, destination and distance of travel. All travel expense reports, whether reimbursement is due or not, shall be completed and submitted for approval within fifteen (15) business of the incurred charge, but no later than seven (7) business days following the end of the month that the expense was incurred.

If the officer or employee is waiting on final charges or credit for erroneous charges, the travel expense report should be submitted for approval with a statement attached that other charges/credits may be coming and reason for charge/credit.

Employees should exercise good stewardship when selecting a lodging location, taking into consideration proximity to the business destination, courtesy transportation, included meals and safety. Lodging outside of the conference location or business meeting exceeding \$300 per night, should include a description of the due diligence conducted in the selection for lodging and must be attached with the detailed receipt. This should include the documentation of the comparison of a minimum of three (3) hotels, if available in the desired area of stay. Employees are required to provide a tax exempt certificate for in state hotel expenses.

Per Diem

FMPA has previously enacted Ordinance No. 88-1, which authorizes its officers, and employees to be reimbursed for meals, lodging, travel expenses and entertainment. Section 166.021(10), Florida Statutes, provides that municipalities and agencies thereof (which includes FMPA) may provide for a per diem and travel expense policy that differs from the uniform provisions for the payment of per diem and travel expenses, set out in section 112.061, Florida Statutes, which apply in the absence of a specific FMPA provision. Therefore, the per diem and travel expense policy, as stated in this FMPA Employee Manual and as may be amended from time to time, controls over any conflicting statutory provision and any earlier policy proclamation by FMPA including Ordinance No. 88-1. Reimbursement for officers and employees is subject to review and approval by the CEO* or a designated representative(s), and reimbursement for the CEO* and General Counsel are subject to review and approval by the Chairman of the Board of Directors.

Exclusions: Within 40 miles of the Orlando Office meals are not included.

Transportation

FMPA officers and employees must travel by a usually traveled route. If an officer or employee travels by an indirect route for his or her own convenience, any extra costs will be borne by the traveler and reimbursement for expenses shall be based only on the charges as would have been incurred by a usually traveled route. The CEO* or a designated representative(s) may designate

the most economical method of travel for each trip considering: (1) the nature of the business; (2) the most efficient and economical means of travel (considering the time of the traveler, cost of transportation, and per diem or subsistence required); and (3) the number of persons making the trip and the amount of equipment or material to be transported.

Various modes of transportation can be used by an officer or employee when traveling on official FMPA business: common carriers (train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm), privately owned vehicles, chartered vehicles, and private aircraft, subject in all cases to restrictions and limitations described herein. The amount of reimbursement received by an employee or officer depends on the mode of transportation utilized.

All travel must be authorized and approved by the CEO* (or the Chairman of the Board of Directors, as appropriate) or a designated representative(s). The CEO* may authorize travel by public officers or employees serving temporarily in behalf of another agency or partly in behalf of more than one agency at the same time, or authorized persons who are called upon to contribute time and services as consultants or advisors.

The CEO* or his/her designated representative(s) may pay by advancement or reimbursement, or a combination thereof, the costs of per diem for travelers and authorized persons for foreign travel at the current rates specified in the federal publication, "Standardized Regulations (Government Civilians, Foreign Areas)" and incidental expenses as provided in the Florida Statutes, Ordinance No. 88-1 and this policy or actual costs incurred as determined by the CEO*, if appropriate.

A traveler who becomes sick or injured while away from his/her assigned work location and is therefore unable to perform FMPA's official business may continue to receive subsistence as described herein during this period of illness or injury until he or she is able to perform FMPA's official business or returns to his/her assigned work location, whichever is earlier. Such subsistence may be paid when approved by the CEO*.

An officer or employee who travels by common carrier will be reimbursed for the actual cost of the most economical class of air travel available, as substantiated by a receipt. This does not include optional fees for a larger seat or upgrade in class. If transportation other than the most economical class is provided by common carrier, the officer or employee must reimburse FMPA for charges more than the most economical class. The only exception to the preceding sentence is if the extra expenses have been approved by the CEO* (or the Chairman of the Board of Directors, as appropriate) or a designated representative(s) because there is no reasonable alternative. When such approval is granted, FMPA's records must evidence the approval with a description of the justification.

FMPA officers and employees will not be allowed either mileage or transportation expenses when they are gratuitously transported by another person or when they are transported by another traveler who is entitled to mileage or transportation expense. An officer or employee who travels on a private aircraft will be reimbursed for the actual amount charged and paid for the fare up to the cost of a commercial airline ticket for the same flight. Reimbursement will be received even though the owner or pilot of the aircraft is entitled to transportation expense for the same flight.

Officers and employees will be reimbursed for expenses incurred when traveling to a convention or conference or when traveling within or outside of Florida on FMPA business when such travel serves a direct and lawful public purpose with relation to FMPA.

Meals²

FMPA officers or employees shall be paid for meals for FMPA-related travel in accordance with U.S. General Services Administration (GSA) established per diem rates by travel destination, as set forth by GSA each fiscal year effective October 1. The meal amounts are available at www.gsa.gov/perdiem. With this per diem policy, officers or employees shall not be required to provide receipts for meals.

The per diem for meals must be adjusted for a meal(s) provided by FMPA, paid for by FMPA (e.g., part of a hotel rate, conference fee, or other registration fee), or provided by others. The GSA provides a meal breakdown <http://www.gsa.gov/portal/content/101518> for deducting meals from a travel reimbursement request.

For travel with a qualified overnight stay (Business need to leave before 6am, business need to return home after 10pm), the traveler will receive 100 % of the per diem for meals each day they travel, less any meals provided by FMPA or others. In addition, on the first travel day and the last travel day, travelers will deduct from the per diem any meals if not traveling during the meal time (see “day travel” rules for meal times).

2 Provisions in the “Meals” section apply to individual travel for an FMPA officer or employee on FMPA-related business travel. The “Meals” section is not applicable to FMPA business-meal functions, such as hosting a member(s) or other business contacts. FMPA will pay for such business-meal functions at actual cost if employee host a meal for 2 or more members; otherwise, per diem rates apply to employee.

For day travel that does not require an overnight stay, a per diem for breakfast will be provided if the travel begins before 7 a.m., a per diem for lunch will be provided if lunch is not otherwise provided at no cost to the traveler, and a per diem for dinner will be provided if the travel ends after 6 p.m.

Miscellaneous Expenses

An officer or employee will be reimbursed for incidental travel expenses, including but not limited to: taxi, bus, subway, shuttle and ferry fares; bridge, road and tunnel tolls; storage or parking fees; gasoline for a rental car; airline baggage fees; communication expenses, including Internet access when accompanied by a business justification; gratuities; and registration fees for a conference or convention that serves a direct public purpose. An employee or officer may also be reimbursed for actual and necessary fees incurred for attending events which are not included in a basic registration fee but directly enhance the public purpose of FMPA’s participation in the conference. Such expenses include but are not limited to banquets and other meal functions. The officer or employee must substantiate these charges as proper and necessary. Meals or lodging included in the registration fee will be deducted as provided above.

Expenses of Spouses

When an officer’s or employee’s spouse accompanies that person on any authorized travel, FMPA may, at its convenience and discretion, prepay certain of the spouse’s expenses that are incident to such travel. If any expense of the spouse is paid in conjunction with the travel expense of an officer or employee, FMPA will invoice the officer or employee who shall promptly reimburse FMPA for such expense. FMPA will not advance any funds to employees or officers for spouse-related travel expenses. Meals for spouses may be furnished by FMPA when they are incidental to specific occasions or Agency sponsored functions and when they are approved by the CEO* or a designated representative(s) or Chairman of the Board of Directors, as appropriate. Examples of such occasions are dedications and business-related meals where other spouses are present.

Fraudulent Claims

Claims are not required to be sworn to before a notary public or other officer authorized to administer oaths, but any claim authorized or required by this policy must contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official FMPA duties and shall be verified by a written declaration that it is true and correct as to every material matter; and any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation of a claim that is fraudulent or is false as to any material matter, whether or not such falsify or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor as described in the Florida Statutes. Any person who received an allowance or reimbursement by means of a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid, and may be subject to disciplinary action up to, and including, termination.

Revision or Amendment

The provisions of this section of FMPA’s Policy Manual may be revised or amended by the CEO* without approval of the Board of Directors whenever necessary to conform to applicable law, as it may be revised or amended.

From: [City of Ocala - Contracting Officer](#)
To: [Lisa M. Crouthamel](#); [Michelle Brooker](#); [Patricia Lewis](#); [Shavatta J. Roberts](#); [Daphne Robinson](#); [Ashley Presley](#)
Subject: Your policy exception has been approved.
Date: Monday, January 6, 2025 3:13:04 PM

Your policy exception has been **approved**.

Approval Comments: drobinson@ocalafl.org

After consultation with the Chief of Staff, Chris Watt, this exception request is APPROVED WITH CONDITIONS. Section 1.1 of the agreement shall be re-written to do away with the automatic renewal language.

Accordingly, the second sentence of Section 1.1 shall read "This Agreement shall be eligible for successive one-year additional terms (each a "Renewal Term") upon written agreement between the parties unless either party provides written Notice, as defined below, of non-renewal to the other party prior to the Initial Term or any subsequent Renewal Term." Section 2 shall include a provision stating that prior to engaging in any work, every Leased Employee shall be subject to a background check and verification of experience by the City of Ocala's Human Resources Department and may not begin work until cleared by Human Resources. Section 8 of shall include the Chief of Staff and the City Attorney as recipients to receive copies of all Notices.



Procurement/Contract/P-Card Exception

Select exception type:

Contract

Reason for contract exception:

Immediate Need

Enter a brief description of your exception request:

FMPA has presented us with a new program they have implemented: utilizing retired employees as Transmission and Distribution resident observers. We would like the attached documents reviewed and a contract drafted. Should we establish the hourly pay rate, or do we need HR or the Contract's approval/input? The retirees would not perform physical hands-on work; they would only document and observe that all work is performed according to OEU's specifications. We would need to utilize this program with the FMPA contract for T&D Contractors, which your contract department is currently reviewing. ***i sent this to contracts instead***

Attach all documents related to the exception that can assist the Contracting Officer's decision.

[Leased Employee Program Agreement Template.docx](#)
[Per-Diem-&-Travel-Expense-Policy-\(policy\)-v7.pdf](#)
[Exhibit A Scope of Work - FMPA Retiree Contractor.docx](#)

Department

(ELE) ELECTRIC

Requestor Name

Lisa Crouthamel

Requestor Email

lcrouthamel@ocalafl.gov

Phone number

(352) 351-6646

Who authorized requesting this exception?

Randy Hahn



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1484

Agenda Item #: 6h.

Submitted By: Marie Brooks

Presentation By: Doug Peebles

Department: Electric Utility

STAFF RECOMMENDATION (Motion Ready):

Approve the purchase of inventory items for Ocala Electric Utility from multiple vendors in the amount of \$65,370

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

Invitation to Bid issue date: June 03, 2025

BACKGROUND:

Inventory items are posted for public competition on the Advanced Utility Resource and Supply, Inc.'s (AURSI) bidding website, www.auris.com <<http://www.auris.com>>, to obtain the lowest prices on material purchases. Generally, awards are based on the lowest responsive and responsible bidder in each category. In certain instances, awards are made to multiple vendors to ensure the City obtains the best value based on pricing and other conditions.

FINDINGS AND CONCLUSIONS:

On June 03, 2025, the Utility Services Warehouse issued Invitation to Bid (ITB) No. ELE/250723 via AURSI for materials maintained in inventory at the warehouse for use in the day-to-day operations of Ocala Electric Utility.

The three awarded vendors for the subject solicitation are summarized in the table below and include:

| | |
|----------------------------------|--------------------------|
| ITB# ELE/250723 | Inventory - Wood Poles |
| Total Items: | 5 - See attached details |
| Creation Date: | 6/3/2025 |
| Award Date: | 6/11/2025 |
| Vendor | Total Bid Awarded |
| Gresco, Inc. | \$24,325.00 |
| M&K Imports, LLC | \$32,773.20 |
| Stuart C. Irby Inc. | \$8,271.25 |
| Vendors (3) - Grand Total | \$65,369.45 |

Staff recommends approval of awards to all three vendors in an amount not to exceed \$65,370, as summarized above. These expenditures will be tracked under City Contract No.: ELE/250723

FISCAL IMPACT:

The Utility Services Warehouse purchases inventory items, which will be accounted for in account 457-141-000-000-41-14100. User department(s) will adhere to budgeted expenditures for items issued.

PROCUREMENT REVIEW:

These goods were procured in compliance with the City’s Procurement Policy.

LEGAL REVIEW:

N/A. The City’s standard and approved Purchase Order terms and conditions shall govern this purchase. Any conflicting terms and conditions offered by the suppliers will be reviewed for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Ocala Utility Services - Electric, FL

[View](#)

Event # FB-5-6/3/2025-MS
 Creation Date 6/3/2025
 Due Date-Time 6/11/2025-02:00 PM EST
 Description ITB# ELE/250723 - INVENTORY-WOOD POLES LUMEN & REORDER REPORTS-FY25/2ND QRT
 Event Notes
 Award Notes

Supplier Awards

| GRESKO - Wildwood, FL Event #FB-5-6/3/2025-MS | | | | | |
|---|--|-----------------|-----------------|-------------|--|
| ItemID | Description | QtyBid | UOM | Alternates? | |
| 3 E08020403 | POLES TREATED 40 FT CL 3 | 50 | | Yes | |
| Buyer Notes: | | | | | |
| Manufacturer | Catalog Number | QtyAward | Bid Alt. | Days | |
| STELLA-JONES | POLE40CL3 | 50 | Yes | 28 | |
| Vendor Remarks: | PER FACTORY, If a partial of the quote is awarded, we may not accept it. Due to the volume and sizes factory blended out numbers. If they want each one quoted separately our prices will be higher. | | | | |
| Price | Extended | | | | |
| 304.00000 | 15200.00000 | | | | |
| ItemID | Description | QtyBid | UOM | Alternates? | |
| 4 E08020453 | POLES TREATED 45 FT CL 3 | 25 | | Yes | |
| Buyer Notes: | | | | | |
| Manufacturer | Catalog Number | QtyAward | Bid Alt. | Days | |
| STELLA-JONES | POLE45CL3 | 25 | Yes | 28 | |
| Vendor Remarks: | PER FACTORY, If a partial of the quote is awarded, we may not accept it. Due to the volume and sizes factory blended out numbers. If they want each one quoted separately our prices will be higher. | | | | |
| Price | Extended | | | | |
| 365.00000 | 9125.00000 | | | | |
| Total Supplier Award = \$24,325.00000 | | | | | |

| M&K Imports, LLC - Millbrook, NY Event #FB-5-6/3/2025-MS | | | | | |
|--|--------------------------|-----------------|-----------------|-------------|--|
| ItemID | Description | QtyBid | UOM | Alternates? | |
| 2 E08020353 | POLES TREATED 35 FT CL 3 | 70 | | Yes | |
| Buyer Notes: | | | | | |
| Manufacturer | Catalog Number | QtyAward | Bid Alt. | Days | |
| SEESPECS | * | 70 | No | 15 | |
| Vendor Remarks: | | | | | |
| Price | Extended | | | | |
| 219.99000 | 15399.30000 | | | | |
| ItemID | Description | QtyBid | UOM | Alternates? | |
| 5 E08020501 | POLES TREATED 50 FT CL 1 | 30 | | Yes | |
| Buyer Notes: | | | | | |
| Manufacturer | Catalog Number | QtyAward | Bid Alt. | Days | |
| SEE SPECS | * | 30 | No | 15 | |
| Vendor Remarks: | | | | | |
| Price | Extended | | | | |
| 579.13000 | 17373.90000 | | | | |
| Total Supplier Award = \$32,773.20000 | | | | | |

| Stuart C. Irby - Lake Mary, FL Event #FB-5-6/3/2025-MS | | | | | |
|--|--------------------------|-----------------|-----------------|-------------|--|
| ItemID | Description | QtyBid | UOM | Alternates? | |
| 1 E08020305 | POLES TREATED 30 FT CL 5 | 65 | | Yes | |
| Buyer Notes: | | | | | |
| Manufacturer | Catalog Number | QtyAward | Bid Alt. | Days | |
| SEE SPECS | * | 65 | No | 28 | |
| Vendor Remarks: | | | | | |
| Price | Extended | | | | |
| 127.25000 | 8271.25000 | | | | |
| Total Supplier Award = \$8,271.25000 | | | | | |

| | |
|--|-----------|
| Adams Cable Equipment - Lenexa, KS | No Awards |
| Altec Supply - Riviera Beach, FL | No Awards |
| American Tele Data - Clearwater, FL | No Awards |
| American Safety - Shelby, NC | No Awards |
| American Wire Group - Miami, FL | No Awards |
| Anixter Inc - Orlando, FL | No Awards |
| Auger Technologies Inc. - Harrison, OH | No Awards |
| Border States - Tampa, FL | No Awards |
| Brooks Utility Products, Inc - Novi, MI | No Awards |
| Consolidated Pipe & Supply - Orlando, FL | No Awards |
| DMSI International - Venice, FL | No Awards |
| Electric Sales Associates, Inc. - Weston, FL | No Awards |
| Electric Supply of Tampa - Tampa, FL | No Awards |
| Emerald Transformer FTI - DeFuniak Springs, FL | No Awards |
| Energy Reps, Inc. - Stuart, FL 🌸 | No Awards |
| Engineer Sales Company - St. Petersburg, FL | No Awards |
| Evluma - Renton, WA 🌸 | No Awards |
| Fiber Instrument Sales - Oriskany, NY | No Awards |
| Fiberone LLC - East Sarycuse, NY | No Awards |
| FONCS - Laredo, TX | No Awards |
| FRM Energy Products - Tampa, FL | No Awards |
| Genuine Cable Group - Alpharetta, GA | No Awards |
| GHA Technologies Inc - Riverview, FL | No Awards |
| Global Quality Solutions, Inc - Jacksonville, FL | No Awards |
| Graybar - Tampa, FL | No Awards |

| | |
|--|-----------|
| Harrison Metal Inc - San Antonio, FL | No Awards |
| HD Supply - Ocala, FL | No Awards |
| Hubbell Utility Solutions - Centralia, MO | No Awards |
| Jake Rudisill Associates - Charlotte, NC 🌸 | No Awards |
| John Carter & Associates - Tampa, FL | No Awards |
| John M. Warren Inc. - Mobile, AL | No Awards |
| KGPCo - Faribault, MN | No Awards |
| Koppers Utility & Industrial Products - Eutawville, SC | No Awards |
| Lamp Sales Unlimited, Inc - Jacksonville, FL | No Awards |
| Lekson Associates - Raleigh, NC 🌸 | No Awards |
| MacLean Power Systems - Fort Mill, SC | No Awards |
| Maddox Industrial Transformers - Greer, SC | No Awards |
| MCS of Tampa Inc - Tampa, FL | No Awards |
| Millennium Florida - Apopka, FL 🌸 | No Awards |
| Netceed - Winston Salem, NC | No Awards |
| Northern Safety Co. Inc - Frankfort, NY 🌸 | No Awards |
| Peak Demand - Wilson, NC | No Awards |
| Percipio Industries LLC - Las Vegas, NV | No Awards |
| Pickett & Associates, Inc - Tampa, FL | No Awards |
| Pics Telecom - Rochester, NY | No Awards |
| Power Grid Supply LLC - Pelahatchie, MS 🌸 | No Awards |
| Power Line Sentry - Wellington, CO 🌸 | No Awards |
| Powerline Hardware - Jacksonville, FL 🌸 | No Awards |
| Power-Tel Utility Products - Safety Harbor, FL | No Awards |
| Precast Specialties, LLC - FT Pierce, FL | No Awards |

| | |
|--|-----------|
| Pro-Line Procurement Services - Jacksonville, FL | No Awards |
| Reliable Equipment - Warminster, PA | No Awards |
| Renewable Sales and Power - Vero Beach, FL | No Awards |
| Romagnole Electrical Products, LLC - Wales, PA | No Awards |
| RS Sales, Inc. - Clearwater, FL | No Awards |
| RTS Transformers - Apopka, FL | No Awards |
| Safety Test and Equipment - Shelby, NC | No Awards |
| Safety Zone Specialists - Lakeland, FL | No Awards |
| Southern Partners - Winter Springs, FL | No Awards |
| Sunbelt Solomon - Temple, TX | No Awards |
| Superior Power Products - Windermere, FL | No Awards |
| TCI Sales - Moody, AL | No Awards |
| Tempaco, Inc. - Orlando, FL | No Awards |
| Titan Utility Services - Tickfaw, LA | No Awards |
| Trenchless Supply - Lakewood Ranch, FL 🌸 | No Awards |
| TriniTel, LLC - Post Falls, ID 🌸 | No Awards |
| Tri-State Utility Products - Havana, FL | No Awards |
| USA Protek - Lakeland, FL 🌸 | No Awards |
| UTB Transformers - Knoxville, TN | No Awards |
| Utility Specialist Inc - Birmingham, AL 🌸 | No Awards |
| Walker & Associates Inc. - Welcome, NC | No Awards |
| WESCO - Orlando, FL | No Awards |
| Grand Total of FB-5-6/3/2025-MS Award = \$65,369.45000 | |

Ocala Utility Services - Electric, FL

[View](#)

Event # FB-5-6/3/2025-MS
 Creation Date 6/3/2025
 Due Date-Time 6/11/2025-02:00 PM EST
 Description ITB# ELE/250723 - INVENTORY-WOOD POLES LUMEN & REORDER REPORTS-FY25/2ND QRT
 Event Notes

| LineNo | ItemID | Description | Qty | UOM | Alt | Notes | | |
|--------|---------------------------|--------------------------|-----------------|-----------------|----------------------------------|---------------------|-----------------|--|
| 1 | E08020305 | POLES TREATED 30 FT CL 5 | 65 | | Yes | | | |
| | QtyQuoted | Price | Extended | Delivery | SuppName | Manufacturer | CatNo | Remarks |
| | 65 | 127.25000 | 8271.25000 | 28 | Stuart C. Irby - Lake Mary, FL | SEE SPECS | * | |
| | 65 | 129.05000 | 8388.25000 | 15 | M&K Imports, LLC - Millbrook, NY | SEE SPECS | * | |
| | 65 | 143.16000 | 9305.40000 | 28 | GRESKO - Wildwood, FL | STELLA-JONES | POLE30CL5 | PER FACTORY, if a partial of the quote is awarded, we may not accept it. Due to the volume and sizes factory blended out numbers. If they want each one quoted separately our prices will be higher. |
| | 65 | 175.40000 | 11401.00000 | 10 | WESCO - Orlando, FL | KOPPERS | PER DESC- 30/5 | |
| 2 | E08020353 | POLES TREATED 35 FT CL 3 | 70 | | Yes | | | |
| | QtyQuoted | Price | Extended | Delivery | SuppName | Manufacturer | CatNo | Remarks |
| | 70 | 219.99000 | 15399.30000 | 15 | M&K Imports, LLC - Millbrook, NY | SEESPECS | * | |
| | 70 | 220.45000 | 15431.50000 | 28 | Stuart C. Irby - Lake Mary, FL | SEESPECS | * | |
| | 70 | 235.00000 | 16450.00000 | 28 | GRESKO - Wildwood, FL | STELLA-JONES | POLE35CL3 | PER FACTORY, if a partial of the quote is awarded, we may not accept it. Due to the volume and sizes factory blended out numbers. If they want each one quoted separately our prices will be higher. |
| | 70 | 291.99000 | 20439.30000 | 10 | WESCO - Orlando, FL | KOPPERS | PER DESC- 35/3 | |
| 3 | E08020403 | POLES TREATED 40 FT CL 3 | 50 | | Yes | | | |
| | QtyQuoted | Price | Extended | Delivery | SuppName | Manufacturer | CatNo | Remarks |
| | 50 | 304.00000 | 15200.00000 | 28 | GRESKO - Wildwood, FL | STELLA-JONES | POLE40CL3 | PER FACTORY, if a partial of the quote is awarded, we may not accept it. Due to the volume and sizes factory blended out numbers. If they want each one quoted separately our prices will be higher. |
| | 50 | 314.00000 | 15700.00000 | 15 | M&K Imports, LLC - Millbrook, NY | SEE SPECS | * | |
| | 50 | 314.75000 | 15737.50000 | 28 | Stuart C. Irby - Lake Mary, FL | SEE SPECS | * | |
| | 50 | 354.00000 | 17700.00000 | 10 | WESCO - Orlando, FL | KOPPERS | PER DESC - 40/3 | |
| 4 | E08020453 | POLES TREATED 45 FT CL 3 | 25 | | Yes | | | |
| | QtyQuoted | Price | Extended | Delivery | SuppName | Manufacturer | CatNo | Remarks |
| | 25 | 365.00000 | 9125.00000 | 28 | GRESKO - Wildwood, FL | STELLA-JONES | POLE45CL3 | PER FACTORY, if a partial of the quote is awarded, we may not accept it. Due to the volume and sizes factory blended out numbers. If they want each one quoted separately our prices will be higher. |
| | 25 | 373.75000 | 9343.75000 | 28 | Stuart C. Irby - Lake Mary, FL | SEE SPECS | * | |

| | | | | | | | |
|----|-----------|-------------|----|----------------------------------|-----------|-----------------|--|
| 25 | 373.80000 | 9345.00000 | 15 | M&K Imports, LLC - Millbrook, NY | SEE SPECS | * | |
| 25 | 442.78000 | 11069.50000 | 10 | WESCO - Orlando, FL | KOPPERS | PER DESC - 45/3 | |

5 [E08020501](#) POLES TREATED 50 FT CL 1 30 Yes

| QtyQuoted | Price | Extended | Delivery | SuppName | Manufacturer | CatNo | Remarks |
|-----------|-----------|-------------|----------|----------------------------------|--------------|-----------------|--|
| 30 | 579.13000 | 17373.90000 | 15 | M&K Imports, LLC - Millbrook, NY | SEE SPECS | * | |
| 30 | 594.00000 | 17820.00000 | 28 | Stuart C. Irby - Lake Mary, FL | SEE SPECS | * | |
| 30 | 691.99000 | 20759.70000 | 10 | WESCO - Orlando, FL | KOPPERS | PER DESC - 50/1 | |
| 30 | 719.00000 | 21570.00000 | 28 | GRESKO - Wildwood, FL | STELLA-JONES | POLE50CL1 | PER FACTORY, If a partial of the quote is awarded, we may not accept it. Due to the volume and sizes factory blended out numbers. If they want each one quoted separately our prices will be higher. |

| | |
|---|--|
| <p>SuppName</p> <p>American Safety MacLean Power Systems WESCO</p> | <p>T&C Comments</p> <p>No quote, thanks for the opportunity No offering, ekl,6/6/2025 KOPPERS TO BE AWARDED TOGETHER OR PLEASE CONTACT TO SEE IF PRICING WILL CHANGE.</p> |
|---|--|

| | | |
|--|---|---|
| <p>Boiler Plate Description</p> <p>ITB# ELE 250723 - IVENTORY-WOOD POLES-LUMEN & REORDER REPORTS - FY25 2ND QRT</p> | <p>Document Name</p> <p>ITB# ELE 250723 - IVENTORY-WOOD POLES-LUMEN & REORDER REPORTS - FY25 2ND QRT.pdf</p> | <p>Revised</p> <p>06/03/2025</p> |
|--|---|---|



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1486

Agenda Item #: 6i.

Submitted By: Marie Brooks

Presentation By: Doug Peebles

Department: Electric Utility

STAFF RECOMMENDATION (Motion Ready):

Approve award to Gresco Utility Supply for the sole source purchase of triple-single reclosers and related inventory items for Ocala Electric Utility in the amount of \$64,398

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

Invitation to Quote issue date: January 24, 2025

BACKGROUND:

Ocala Electric Utility (OEU) issued a request for standardization of the following Eaton-brand products: (2) Eaton NOVA Triple Single Recloser - Ocala Stock # E03100630; (2) Eaton Form 6 Control - Ocala Stock # E03061630; (2) Eaton Recloser Hanger - Ocala Stock # E03120635, due to poor device communication and programming support received from other control units (the "Eaton Reclosure Products"). On April 16, 2024, the Procurement and Contracting Officer approved the standardization of Eaton-brand products.

On April 18, 2024, the City advertised Sole Source Posting (SSP) No. SSP-223 for the Eaton reclosure products. SSP-223 was advertised for 15 business days as required by section 120.57(3), Florida Statutes. SSP-223 was closed on May 10, 2024, resulting in no protests from any other vendors. Gresco Utility Supply is the sole distributor for Eaton's engineered products in OEU territory.

Inventory items are posted for public competition on the Advanced Utility Resource and Supply, Inc.'s (AURSI) bidding website, www.aurisi.com <<http://www.aurisi.com>>, to obtain the lowest prices on material purchases. Generally, awards are made based on the lowest responsive and responsible bidder in each category. In certain instances, to ensure the best value for the City, awards are made to multiple vendors based on pricing and other stipulations.

FINDINGS AND CONCLUSIONS:

On January 24, 2025, the Utility Services Warehouse issued a Request for Quote (RFQ) No. FQ-1-1/24/2025-MS via AURSI for the standardized Eaton-brand recloser materials maintained in inventory at the warehouse

for use in the day-to-day operations of Ocala Electric Utility.

| | |
|----------------------------------|--|
| FQ-1-1242025 | Triple-Single Recloser & Accs. SSP-223 FY25 1st QRT |
| Total Items: | 1 - See attached details |
| Creation Date: | 1/24/2025 |
| Award Date: | 6/13/2025 |
| Vendor | Total Bid Awarded |
| Gresco, Inc. | \$64,398.00 |
| Vendors (1) - Grand Total | \$64,398.00 |

Staff recommends approval of the awards in an amount not to exceed \$64,398 as summarized above. These expenditures will be tracked under City Contract No.: WHS/250368.

FISCAL IMPACT:

These inventory items are purchased by the warehouse and will be accounted for in account 457-141-000-000-41-14100. User department(s) will adhere to budgeted expenditures for items issued through the Utility Services Warehouse.

PROCUREMENT REVIEW:

These goods were procured in compliance with the City’s Procurement Policy.

LEGAL REVIEW:

N/A. The City’s standard and approved purchase order terms and conditions shall govern this purchase. Any conflicting terms and conditions offered by the suppliers will be reviewed for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Ocala Utility Services - Electric, FL

[View](#)

Event # FQ-1-1/24/2025-MS
 Creation Date 1/24/2025
 Due Date-Time 6/13/2025-02:00 PM EST
 Description TRIPLE SINGLE RECLOSER & ACCESSORIES/SSP-223 FY25 1ST QRT
 Event Notes
 Award Notes

Supplier Awards

| GRESKO - Wildwood, FL Event #FQ-1-1/24/2025-MS | | | | | |
|--|---|-----------------|-----------------|-------------|--|
| ItemID | Description | QtyBid | UOM | Alternates? | |
| 1 | E03061630 RECLOSER CONTROL, TRIPLE-SINGLE | 2 | | Yes | |
| Buyer Notes: | | | | | |
| Manufacturer | Catalog Number | QtyAward | Bid Alt. | Days | |
| COOPER POWER SYSTEMS | KNTS621111516E | 2 | No | 84 | |
| Vendor Remarks: QUOTIG EATON KME7P37. PER E-MAIL. | | | | | |
| Price | Extended | | | | |
| 10743.00000 | 21486.00000 | | | | |
| ItemID | Description | QtyBid | UOM | Alternates? | |
| 2 | E03100630 RECLOSER, TRIPLE-SINGLE 630 AMP | 2 | | Yes | |
| Buyer Notes: | | | | | |
| Manufacturer | Catalog Number | QtyAward | Bid Alt. | Days | |
| COOPER POWER SYSTEMS | KNSTS15-12-630 | 2 | No | 84 | |
| Vendor Remarks: QUOTING EATON KNXT15A NOVA-NXT | | | | | |
| Price | Extended | | | | |
| 20342.00000 | 40684.00000 | | | | |
| ItemID | Description | QtyBid | UOM | Alternates? | |
| 3 | E03120635 HANGER RECLOSER, HORIZONTAL TRIPLE-SINGLE | 2 | | Yes | |
| Buyer Notes: | | | | | |
| Manufacturer | Catalog Number | QtyAward | Bid Alt. | Days | |
| COOPER POWER SYSTEMS | KAR956-1 | 2 | No | 84 | |
| Vendor Remarks: QUOTING EATON PART K200119001. PER E-MAIL | | | | | |
| Price | Extended | | | | |
| 1114.00000 | 2228.00000 | | | | |
| Total Supplier Award = \$64,398.00000 | | | | | |

Electric Sales Associates, Inc. - Weston, FL

No Awards

Grand Total of FQ-1-1/24/2025-MS Award = \$64,398.00000

Boiler Plate Description

Document Name

Revised

AURSI Quote Term and Conditions

AURSI Quote Term and Conditions .pdf

10/29/2015



City of Ocala

Request for Sole Source Procurement

This form **MUST** be used for commodities or services that are available from only one source and there are no alternates. Forward to bids@ocalafl.org sixty (60) days prior to actual need.

Date Submitted: 04/16/2024 Requesting Division/Department: OUS Warehouse

Contact Person: Mary Ann St. Laurent Telephone Number: 352-351-6705

Commodity/Service: Inventory Items

Describe the commodity or service and its function: Relosers, brakets, and controllers.

Cost of Commodity or Service: \$ 116,410.00

Vendor Name: Gresco Contact Name: Steve Moss

Address: 6421 CR 219 City/State/Zip: Wildwood, Florida 34785

Contact Phone Number: 352-748-9550 Contact E-Mail Address: stephen.moss@gresco.cvom

This purchase is clearly and legitimately limited to a Sole Source because the commodity or service is: _____
Items are agency items from Eaton/Cooper and can only be purchased through Gresco.

Item(s) are available from only one source and there are no alternates (*initials required*): MS
Initials

Attach vendor documentation* certifying that the vendor is the only source for the commodities or services in question or holds the production, copyrights, trademark, and/or patent to the item.

Check the following statement(s) that apply:

- The vendor holds the exclusive distribution rights for the item in question.
- The commodity to be purchased is the only item compatible with existing equipment owned by the City.
- The vendor is the sole provider of the commodities or services which have unique characteristics essential to the needs of the City to perform the intended function and no other goods or service will be suitable for use by the City.

**Note: Certifying documentation must be attached to this form or it will be rejected.*

What steps were taken to verify that these features are not available elsewhere?

- Other brands/manufacturers were examined (please list names, phone numbers, and explain why they are not suitable for use by the City. Attach additional pages as necessary): Standardization approved in 2021
- Other vendors were contacted (please list names, phone numbers and explain why those contacted would not meet the needs of the City. Attach additional pages as necessary): Being agency items pricing provide was the same to all vendors. A coin toss would be performed to determine award. Anixter (407-204-7304) used to be able to provide services, once bought out by Wesco they lost the privilege.
- State why this is the only source for the required commodity or service (attach additional pages as necessary): Gresco maintains the trained personnel that meets the standardized company's requirements to bid and quote the items.

I hereby certify that to the best of my knowledge, this request is a sole source and the information provided herein is accurate and truthful.

Mary A St. Laurent Digitally signed by Mary A St. Laurent
Date: 2024.03.27 10:27:52 -04'00'

Requester's Signature

Date

Requesting Director's Signature

Date

For Procurement Use Only

Sole Source Number (if applicable): SSP-223

Date Listing Posted: 04/18/24

- | | | |
|---|---|--|
| This request appears to be sole source. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If, no. Is this a standardization? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Is Council approval required? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Was this Procurement posted on the Internet?* | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

*this requirement is for sole sources

Comments/Justification:

If Protested successfully, Vendor who provides similar goods/services: NA

Date Sole Source Terminated: NA


Procurement Staff Reviewer Signature

5/17/2024
Date

Approved Denied


Chief Procurement & Contracting Officer

5-17-24
Date

NOTE: Section 838.22 Florida Statutes, it is unlawful (second degree felony) for a public servant with corrupt intent to obtain a benefit for any person (company) or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities (goods) or services.



Powering Business Worldwide

Ocala Electric Utility
1805 NE 30th Avenue; Bldg 700
Ocala, FL 34470

April, 4, 2024

RE: Eaton Nova Triple Single Recloser

Dear Valued Customer:

GRESKO Utility Supply is now the sole source distributor in your territory for Eaton's engineered products. This includes the following products that the OEU currently purchases...

Eaton NOVA Triple Single Recloser – Ocala Stock # E03100630
Eaton Form 6 Control – Ocala Stock # E03061630
Eaton Recloser Hanger kits – Ocala Stock # E03120630
Eaton Hydraulic Reclosers – Ocala Stock # E03080070 & # E03080140

GRESKO employees an Eaton Certified Technical expert for support, training, and troubleshooting all Eaton Utility products, including Eaton Reclosers.

Electric Sales Associates is the local agency responsible for all Eaton Utility T&D products for your account. If you have any questions, please feel free to reach out to our local representative, contact listed below.

Electric Sales Assoc. Contact
Joey McDonald
352.461.4970
joeym@electricsalesinc.com

Best Regards,

Clarke Clingenpeel

Regional Vice President
Southeast Region Utility Sales

Cooper Power Systems
by 

From: [City of Ocala - Contracting Officer](#)
To: [Mary Ann St. Laurent](#); [Michelle Brooker](#); [Patricia Lewis](#); [Shayatta J. Roberts](#); [Daphne Robinson](#); [Ashley Presley](#)
Subject: Your policy exception has been approved.
Date: Tuesday, April 16, 2024 3:05:31 PM

Your policy exception has been **approved**.

Approval Comments: drobinson@ocalafl.org

Please note, the standardization of Eaton brand reclosure equipment that was granted by Tiffany Kimball on June 24, 2021, related specifically to "Eaton Nova Triple Single Reclosures" and not to the related equipment. For the sake of clarity moving forward, please allow THIS approval to stand as the Procurement and Contracting Officer's formal approval of the standardization of the following Eaton brand products: (1) Eaton NOVA Triple Single Recloser – Ocala Stock # E03100630; (2) Eaton Form 6 Control – Ocala Stock # E03061630 (3) Eaton Recloser Hanger Kits – Ocala Stock # E03120630; and (4) Eaton Hydraulic Reclosers – Ocala Stock # E03080070 & # E03080140. This standardization is approved for a period of 5 years from today's date and has been granted for the following reasons: (1) Electric Engineering has indicated that the City experienced poor device communication and programming support from alternative control units and related parts; and (2) the Eaton brand control unit has been utilized without difficulty in the OEU system since 2021. PLEASE PREPARE A SOLE SOURCE POSTING TO VERIFY THAT GRESCO UTILITY SUPPLY IS THE SOLE SOURCE PROVIDER FOR THE FOREGOING PRODUCTS. ONCE COMPLETE WITHOUT PROTEST, THE DEPARTMENT MAY MOVE FORWARD WITH THE PROCUREMENT. IF THERE ARE ALTERNATIVE DISTRIBUTORS, PLEASE PROCURE FROM THE DISTRIBUTOR THAT AFFORDS THE CITY BEST VALUE. PLEASE ATTACH A COPY OF THIS APPROVAL TO THE MUNIS CONTRACT.



Procurement/Contract/P-Card Exception

Select exception type:

Procurement

Reason for procurement exception:

Standardization

Back in 2021 Tiffany Kimball approved standardization of the Eaton triple single reclosure. I am submitting this request for a more form approval. Once received I will place a request for a sole source under contract 240463. Below is Electric initial justification and Tiffany's response.

“The NOVA-STs triple single reclosers we get from

Enter a brief description of your exception request:

Cooper are sole sourced because of the complexity of the control unit and brand specific form factors of the recloser itself. The recloser is controlled by a programmable control unit that is specifically customized to our needs from the manufacture down to the number of data, control, communication, and power pins that connect the NOVA-STS recloser to the control unit. You can think of it as the recloser and control unit both need to speak the same language to understand each other. Also, the mounting basket that Cooper makes for their reclosers are specific to the physical dimensions of only their reclosers. Each company makes a different size mounting rack for their reclosers so there is no universal mounting rack.

In recent years, due to poor device communication and programming support for Cooper control units, other companies have started manufacturing control units that know how to communicate with Cooper reclosers and offer superior programming and customer support. Frank has been looking into demoing some of these different control units from other companies because of these issues we are having with the Cooper control.”

Please see the attached that my buyer found about Eaton products. They are made in the US, which is great. These parts are approved as a single-source standardization.

Attach all documents related to the exception that can assist the Contracting Officer's decision.

[Gresco Florida Tech Rep Authorization letter.pdf](#)
[TK Approval.pdf](#)
[What products are made in what plants.pdf](#)

Department

(WHS) WAREHOUSE

Requestor Name

MARY ANN ST. LAURENT

Requestor Email

mstlaurent@ocalafl.gov

Phone number

(352) 351-6705

Courtesy Copy Email 1

mbrooks@ocalafl.gov

Courtesy Copy Email 2

CLynch@Ocalafl.gov

Who authorized requesting this exception?

MARY ANN ST. LAURENT

From: [City of Ocala - Contracting Officer](#)
To: [Mary Ann St. Laurent](#); [Michelle Brooker](#); [Patricia Lewis](#); [Shayatta J. Roberts](#); [Daphne Robinson](#); [Ashley Presley](#)
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[TK Approval.pdf](#)
[What products are made in what plants.pdf](#)

Department

(WHS) WAREHOUSE

Requestor Name

MARY ANN ST. LAURENT

Requestor Email

mstlaurent@ocalafl.gov

Phone number

(352) 351-6705

Courtesy Copy Email 1

mbrooks@ocalafl.gov

Courtesy Copy Email 2

CLynch@Ocalafl.gov

Who authorized requesting this exception?

MARY ANN ST. LAURENT



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1488

Agenda Item #: 6j.

Submitted By: Devan Kikendall

Presentation By: Devan Kikendall

Department: Human Resources and Risk Management

STAFF RECOMMENDATION (Motion Ready):

Approve one-year renewal of the contract with Boot Barn, Inc., for discount pricing on protective footwear in the amount of \$88,000

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Annually, the City of Ocala (City) provides a pair of boots to all employees whose job classification requires it as a condition of employment.

Boot Barn, Inc., a local vendor, offers the City an 18% discount to offset costs associated with the City's provision of this employee benefit. The total annual cost of the contract is based on the estimated number of employees in positions that require safety boots.

FINDINGS AND CONCLUSIONS:

On February 1, 2022, the City Council approved the award of a three-year contract to Boot Barn, Inc., Contract No. RSK/211168, for the provision of discount pricing on protective footwear for City employees with an estimated aggregate expenditure of \$150,000 for the initial term. The agreement included two optional one-year renewal periods.

The City and Boot Barn have mutually agreed to exercise the first available renewal option. The anticipated expenditures for this renewal are \$88,000.

FISCAL IMPACT:

Funds are budgeted in the operating budgets of the respective departments.

PROCUREMENT REVIEW:

These services were procured in compliance with the Procurement Policy.

LEGAL REVIEW:

This Agreement will be reviewed and approved as to form and legality by City Attorney, William Sexton.

ALTERNATIVE:

N/A

FIRST AMENDMENT TO AGREEMENT TO PROVIDE DISCOUNT PRICING ON PROTECTIVE FOOTWEAR

THIS FIRST AMENDMENT TO AGREEMENT TO PROVIDE DISCOUNT PRICING ON PROTECTIVE FOOTWEAR ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **BOOT BARN, INC.**, a for-profit corporation duly organized in Delaware and authorized to do business in the state of Florida (EIN: 26-1081729) ("Vendor").

WHEREAS, on February 8, 2022, City and Vendor entered into an Agreement to provide discount pricing on protective footwear (the "Original Agreement"), City of Ocala Contract Number: RSK/211168 for a term from February 2, 2022 to February 1, 2025; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the first of two (2) available one-year (1-year) renewal periods available under the terms of the Original Agreement.

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year (1-year) term beginning **FEBRUARY 2, 2025** and terminating **FEBRUARY 1, 2026**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to one (1) additional one-year (1-year) period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **EIGHTY-EIGHT THOUSAND, AND NO/100 DOLLARS (\$88,000)** over the one-year (1-year) renewal term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Boot Barn, Inc.
Attention: Tim Farrell
2940 S. Mayflower Way
Boise, Idaho 83709
Phone: 506-235-7140
E-mail: tfarrell@bootbarn.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
Fax: 352-690-2025
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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

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

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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen M. Dreyer
Council President

Approved as to form and legality:

BOOT BARN, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

AGREEMENT TO PROVIDE DISCOUNT PRICING ON PROTECTIVE FOOTWEAR

THIS AGREEMENT TO PROVIDE DISCOUNT PRICING ON PROTECTIVE FOOTWEAR ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **BOOT BARN, INC.**, a for-profit corporation duly organized in Delaware and authorized to do business in the State of Florida (EIN: 26-1081729) ("Vendor").

WHEREAS, on December 28, 2021, the City's Human Resources and Risk Management Department sought a procurement exemption which would allow the City to continue to utilize Boot Barn, Inc. for the provision of discount pricing on protective footwear for City employees through February 1, 2025 without issuing a competitive solicitation on the grounds that the vendor currently offers a local, convenient solution for City employees to obtain said footwear; and

WHEREAS, the City wishes to continue a voucher-based system for employees to purchase protective footwear, and Vendor has agreed to participate in the voucher system and offered a discount to City employees who wish to use vouchers to purchase protective footwear from Vendor, and

WHEREAS, after considering that Vendor is a local provider of protective footwear who has previously participated in the City's protective footwear voucher system, the City Contracting Officer granted said exception; 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:

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; and (b) those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
 - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1)

3. **SCOPE OF SERVICES.** Vendor shall sell protective footwear to City employees, at a discounted rate, pursuant to the scope of service set forth in **Exhibit A – Scope of Service**.
4. **COMPENSATION.** Vendor shall be paid a maximum limiting amount for each monthly period as approved and invoiced as set forth herein. The allowability of compensation sought under this Agreement is expressly made subject to the terms and conditions set forth herein and any pertinent federal or state law.

- A. **Discounted Rate.** Vendor shall provide an **EIGHTEEN PERCENT (18%)** discount on protective footwear sold to City employees who provide City's footwear voucher at the time of purchase.
 - B. **Invoice Submission.** Vendor shall invoice the City monthly for ALL footwear voucher sales during the preceding calendar month. 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 Risk Manager at: **City of Ocala Human Resources/Risk Management Department**, Attn: **Richard Dennis, 110 SE Watula Avenue, Ocala, Florida 34471**, E-mail: rdennis@ocalafl.org.
 - 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.
 - D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
 - E. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - F. **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 2, 2022** and continue for a term of **THREE (3)** years, through and including **FEBRUARY 1, 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. **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 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 services 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 protective footwear provided in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.
7. **WARRANTY.** Vendor shall guarantee that the protective footwear provided shall be free from any manufacturing defects for a period of **SIX (6)** months from the date furnished. Should any defect in workmanship occur, with the exception of normal wear and tear, Vendor shall replace the footwear at its local store at no cost to the 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.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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 responsible to see that the services provided comply 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.

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. **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.
14. **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.
15. **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.
16. **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.
17. **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.

- 18. **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.
- 19. **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.
- 20. **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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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

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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
34. **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.
35. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to 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. **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.
38. **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.
39. **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 02 / 08 / 2022.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
Angel B. Jacobs
City Clerk

Ire Bethea Sr.
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

BOOT BARN, INC.

/s/ Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

Tim Farrell

By: Tim Farrell
(Printed Name)

Director, Commercial
Accounts
(Title)

The City of Ocala estimates the annual purchase of 250 pairs of protective footwear. Each employee is allotted up to \$300 for each purchase of footwear. Employees have the option to choose between multiple vendors; therefore, this does not guarantee a commitment to purchase footwear exclusively from the Vendor.

Protective footwear purchased under this Agreement must meet American Society for Testing and Materials (ASTM) or American National Standards Institute (ANSI) standards as specified in 29 CFR 1910.136.

Purchase Procedure. The City of Ocala will provide eligible employees with a voucher to purchase protective footwear. City employees may go to the local store, located at 2230 NW 10th Street, Ocala, Florida 34475. Vendor will collect the voucher and verify City employment by asking the employee to provide a City-issued badge at the time of purchase.

Options. Employees who request optional footwear upgrades that exceed the voucher value will be required to pay the difference in purchase price directly to the Vendor at the time of purchase.

Discount. Vendor shall offer an eighteen percent (18%) discount on all protective footwear purchased under this Agreement. The discount applies to regular-priced merchandise purchased in the Vendor's retail store, or special orders placed at the Vendor's retail store. This discount does not apply to promotional sales, or clearance items, nor can it be combined with any other promotional offers.

Turnaround Time. Special orders (items not in stock at the time of purchase) must be delivered within ten (10) working days from the date of order until receipt by the City. If Vendor is unable to meet this turnaround time for any reason, the City shall pay only fifty percent (50%) of the purchase price.

Invoicing. Vendor will invoice the City on a monthly basis.

| | |
|--------------------------------|---|
| TITLE | For Signature: Discount Pricing on Protective Footwear... |
| FILE NAME | For Signature - A... (RSK 211168).pdf |
| DOCUMENT ID | ea962ec2d10cfd8a95bf9b51352dcda25ab767fc |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ● Signed |

Document History



SENT

02 / 03 / 2022
10:26:43 UTC-5

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Ire Bethea, Sr. (ibethea@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Boot Barn, Inc. (tfarrell@bootbarn.com) from plewis@ocalafl.org
IP: 216.255.240.104



VIEWED

02 / 07 / 2022
09:00:10 UTC-5

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.55



SIGNED

02 / 07 / 2022
09:00:59 UTC-5

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.55



VIEWED

02 / 08 / 2022
08:26:13 UTC-5

Viewed by Ire Bethea, Sr. (ibethea@ocalafl.org)
IP: 24.250.133.62



SIGNED

02 / 08 / 2022
08:27:09 UTC-5

Signed by Ire Bethea, Sr. (ibethea@ocalafl.org)
IP: 24.250.133.62

| | |
|--------------------------------|---|
| TITLE | For Signature: Discount Pricing on Protective Footwear... |
| FILE NAME | For Signature - A... (RSK 211168).pdf |
| DOCUMENT ID | ea962ec2d10cfd8a95bf9b51352dcda25ab767fc |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ● Signed |

Document History



02 / 08 / 2022
10:18:30 UTC-5

Viewed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



02 / 08 / 2022
10:18:42 UTC-5

Signed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



02 / 09 / 2022
01:29:39 UTC-5

Viewed by Boot Barn, Inc. (tfarrell@bootbarn.com)
IP: 174.208.96.220



02 / 09 / 2022
01:31:26 UTC-5

Signed by Boot Barn, Inc. (tfarrell@bootbarn.com)
IP: 174.208.96.220



02 / 09 / 2022
01:31:26 UTC-5

The document has been completed.



Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2022-0186

| | | |
|------------------------|------------------------------|---------------------------------|
| ID #: 2022-0186 | Type: CRA Agenda Item | Status: Passed |
| Version: 1 | Placement: 9 | In Control: City Council |
| Presented By: : | | File Created: 01/19/2022 |
| | | Final Action: 02/01/2022 |

Formal Title: 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

Internal Notes:

Target Meeting: 02/01/2022

Agenda Number: 8e.

Sponsors:

Enactment Date:

Attachments: Agreement to Provide Discount Pricing on Protective Footwear - Boot Barn Inc **Enactment Number:**

Recommendation:

Hearing Date:

Entered by: cwatt@ocalafl.org

Effective Date:

History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|----------|---------------------|--|----------|----------|-----------|--------------|---------|
| 1 | City Council | 02/01/2022 | Approved | | | | Pass |
| | Action Text: | | | | | | |
| | Notes: | There being no discussion the motion carried by roll call vote. | | | | | |
| | Aye: | 5 Pro Tem Hilty Sr, Pro Tem Dreyer, Council Member Mansfield, Council Member Musleh, and Council President Bethea Sr | | | | | |

Text of Legislative File 2022-0186

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

BACKGROUND:

The current collective bargaining agreement between the City of Ocala and the International Brotherhood of Electrical Workers, approved by City Council on September 28, 2021, states that the City will provide a pair of boots annually to all employees whose job classification requires it as a condition of employment. The cost to the City shall not exceed \$300 per pair of boots.

FINDINGS AND CONCLUSIONS:

As a local store option, the Boot Barn has agreed to increase our discount to 18% for City of Ocala employees to obtain work boots. The total annual cost of the contract is based on total 2021 expenditures at Boot Barn in the amount of \$36,974.04

FISCAL IMPACT:

Funds are budgeted in the operating budgets of the respective departments.

PROCUREMENT REVIEW:

The contract has been reviewed and approved in compliance with the City's procurement policies.

LEGAL REVIEW:

The contract will be approved by the City Attorney, Robert W. Batsel, Jr. for form and legality.

ALTERNATIVE:

N/A

Presentation By: Chris Watt



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: BR-2025-162

Agenda Item #: 6k.

Submitted By: Sarah Gifford / Susan Dobson

Presentation By: Michael Balken

Department: Police

STAFF RECOMMENDATION (Motion Ready):

Adopt Budget Resolution 2025-162 amending the Fiscal Year 2024-25 budget to accept and appropriate a community donation for K-9-related expenses in the amount of \$200

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place, Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The Ocala Police Department received a community donation of \$200 to be utilized for the K-9 unit. The Ocala Police Department is seeking authorization to accept and appropriate the donation to support K-9-related activities.

FINDINGS AND CONCLUSIONS:

The funds will enable the agency to enhance the K-9 unit.

FISCAL IMPACT:

The donation of \$200 will pay K-9-related expenses. The revenue will be applied to account 610-366-000-000-16-36694 and expenses will be applied to 610-018-808-521-52-52010.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Adopt with Changes
- Table
- Deny

BUDGET RESOLUTION 2025-162

A RESOLUTION AMENDING THE FISCAL YEAR 2024-25 BUDGET TO ACCEPT AND APPROPRIATE A COMMUNITY DONATION FOR K-9 RELATED EXPENSES IN THE AMOUNT OF \$200

WHEREAS, the designated gift account in the Police Trust Fund was created to deposit revenues received as a result of community donations; and

WHEREAS, the Ocala Police Department received a donation from Nancy Brandlein and Belleview Chapter 122 OES in the amount of \$200 for K-9 related expenses; and

WHEREAS, the utilization of this donation will enhance the K-9 police unit to serve the citizens of the City of Ocala and Marion County.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2024-25 budget be amended as outlined below:

Source:

| | | |
|--------------------------|---------------------------|-------|
| 610-366-000-000-16-36694 | Designated Gifts - Police | \$200 |
|--------------------------|---------------------------|-------|

Use:

| | | |
|--------------------------|----------------------------|-------|
| 610-018-808-521-52-52010 | Operating Supplies - Other | \$200 |
|--------------------------|----------------------------|-------|

This resolution adopted this _____ day of _____, 2025.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton

City Attorney

Reviewed for accounting accuracy & completeness:

By: _____

Peter A. Lee
City Manager



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1498

Agenda Item #: 6I.

Submitted By: Angy Scroble / Susan Dobson

Presentation By: Michael Balken

Department: Police

STAFF RECOMMENDATION (Motion Ready):

Approve an agreement between the School Board of Marion County and the Ocala Police Department giving the Ocala Police Department access to the School Board of Marion County's cameras in times of emergency

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The School Board of Marion County (School Board) operates all public schools located in the City of Ocala. The Ocala Police Department (OPD) seeks access to real-time (live) video feeds and recorded video feeds from schools' surveillance cameras when active circumstances at a school or School Board facility present an immediate need for law enforcement and/or fire safety personnel to respond.

FINDINGS AND CONCLUSIONS:

This Agreement grants OPD's authorized personnel access to real-time (live) and recorded video feeds when an emergency requires law enforcement and/or fire safety personnel to respond to a school or School Board facility, thereby protecting the health and safety of students and staff.

FISCAL IMPACT:

N/A

PROCUREMENT REVIEW:

This Agreement has been reviewed by the Procurement & Contracting Officer in compliance with City policy.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

**SCHOOLS SURVEILLANCE CAMERA SYSTEM ACCESS
AGREEMENT**

THIS AGREEMENT is made and entered into as of this ____ day of _____
2025, by and between

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
(hereinafter referred to as "SCHOOL BOARD"),
a body corporate existing under the laws of the State of Florida, whose principal
place of business is
1614 E FORT KING STREET, OCALA Florida 34471 and

THE CITY OF OCALA
(hereafter referred to as the "CITY")
by and through its Ocala Police Department
(hereinafter referred to as the "City Police Department")
110 SE WATULA AVENUE, OCALA FLORIDA 34471

WHEREAS, SCHOOL BOARD operates all public district schools located in Marion County,
Florida; and

WHEREAS, CITY desires its authorized personnel by mutual procedures to have access to real-time
(live) video feeds and recorded video feeds from SCHOOL BOARD'S surveillance cameras when active
circumstances at a public district school or facility present an immediate need for law enforcement or fire
safety personnel to respond to that school or facility to protect the health or safety of district school students,
SCHOOL BOARD personnel or SCHOOL BOARD property.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein
and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
parties hereby agree as follows:

ARTICLE 1- RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals
are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the
term of this Agreement will commence on the date last signed by the parties and will continue through the end
of the business day on June 30, 2027. Written renewal of this Agreement for three additional one-year periods
is contingent upon the same terms and conditions, and the satisfactory performance of the parties.

2.02 **Confidential and Exempt Security and Safety Plan Information**. CITY acknowledges that
SCHOOL BOARD'S video security monitor images depict the internal layout and structural elements of
SCHOOL BOARD'S buildings or other structures owned or operated by SCHOOL BOARD and are
exempt from Section 119.07(1), Fla. Stats. (2024) and Art. I, §24(a), Fla. Const. [the provisions commonly
referred to as the public records laws] and pursuant to Section 119.071 and Section 286.011, Fla. Stats.
(2024) are exempt from access or disclosure. Florida law permits the SCHOOL BOARD to disclose such
confidential and/or exempt information to CITY in furtherance of CITY authorized personnel by mutual

procedures, official duties and responsibilities. Pursuant to Section 119.0701, Fla. Stats. (2024), CITY shall keep and maintain confidential and exempt all such information provided to them under applicable law. CITY agrees not to release such information or to disclose their contents to anyone other than an employee of CITY that requires access to such information in furtherance of their official duties, unless such information is required to be released by applicable law or order of a court of competent jurisdictions and unless SCHOOL BOARD is first notified by CITY of the information's intended release. Any failure by CITY to maintain the confidential and exempt nature of such information will constitute a material breach of this Agreement.

2.02.1 SCHOOL BOARD Ownership and Required Retention of Recorded Video Images. CITY acknowledges that SCHOOL BOARD is a political subdivision existing under the laws of the State of Florida and is subject to that state's public records laws and record retention requirements. CITY further acknowledges that any and all original recordings of video security images captured through use of SCHOOL BOARD's video security cameras as well as any equipment within which such images are recorded are the property of SCHOOL BOARD. Such video images may not be removed from SCHOOL BOARD's property except pursuant to a subpoena, court order or search warrant in which case SCHOOL BOARD will be allowed to make a copy of such images to serve as SCHOOL BOARD's record copy for record retention requirements under applicable law.

2.03 Access to Recorded Video Images Not Involving an Emergency. Video images recorded through use of SCHOOL BOARD's security video cameras may be considered a confidential and exempt "education record", pursuant to Sections 1002.22(2) and 1002.221(1), Fla. Stats. (2024); the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the federal regulations issued pursuant thereto. CITY authorized personnel by mutual procedures will be granted access to recorded video images. When CITY authorized personnel by mutual procedures desire access to recorded images from SCHOOL BOARD's security video cameras as part of their responsibilities not involving an emergency, as defined in 2.04.1, they must make a request for such recorded images to SCHOOL BOARD's law enforcement unit [hereinafter referred to as "SAFE SCHOOLS"]. SAFE SCHOOLS will submit any such request to the SCHOOL BOARD's Attorney to determine any applicable restrictions or limitations that are applicable to the requested images. Such requests by CITY authorized personnel by mutual procedures may require issuance of a subpoena or an order from a court of competent jurisdiction.

2.04 Viewing of Real-Time (Live) Video Feeds and Recorded Videos/Images During an Emergency. The parties acknowledge and agree that viewing of real-time (live) video feeds from SCHOOL BOARD security cameras by CITY authorized personnel by mutual procedures during an emergency situation is not considered access to an "education record" as defined under state or federal law. The parties also acknowledge that any recorded videos/images [as contrasted to real-time (live) video feeds] may constitute an "education record" and be confidential and exempt pursuant to Sections 1002.22(2) and 1002.221(1), Fla. Stats. (2024); the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the federal regulations issued pursuant thereto. The parties further agree and acknowledge that CITY authorized personnel by mutual procedures viewing of real-time (live) video feeds and/or recorded videos/images received from SCHOOL BOARD's security video cameras will be limited to specific circumstances, described in this Agreement, which are necessary to protect the health or safety of students or individuals on or around SCHOOL BOARD property. SCHOOL BOARD will designate a person authorized to make decisions on its behalf about whether any recorded videos/images constitute an education record and whether access to real-time (live) video feeds and/or recorded videos/images will be permitted in any particular instance.

2.04.1 Emergency Circumstances Authorizing Real-Time (Live) and Recorded Video Access. CITY authorized personnel by mutual procedures will be permitted to view, through remote access,

real-time (live) video feeds during emergency circumstances as described in this Agreement. In addition, CITY authorized personnel by mutual procedures will be permitted to view, play back, fast forward and fast back images and videos recorded on SCHOOL BOARD security cameras during time periods prior to CITY authorized personnel by mutual procedures receiving information that an emergency circumstance exists when such recorded images/videos are not education records and their viewing is necessary to assist CITY authorized personnel by mutual procedures in making a response to the emergency circumstance. Emergency circumstances may include the following:

- a) When SCHOOL BOARD administration has declared an elevated threat level at a district school or facility;
- b) When CITY authorized personnel by mutual procedures has received information that a life-threatening incident exists on or immediately near the grounds of a district school or facility;
- c) When CITY authorized personnel by mutual procedures or another law enforcement agency having jurisdiction or participating under an applicable mutual aid agreement is notified of a life-threatening incident occurring on or immediately near SCHOOL BOARD grounds of a district school or facility that requires a law enforcement response;
- d) When CITY authorized personnel by mutual procedures or another fire safety agency having jurisdiction or participating under an applicable mutual aid agreement is notified of a life-threatening incident occurring on or immediately near SCHOOL BOARD grounds of a district school or facility that requires a fire safety response;
- e) When CITY authorized personnel by mutual procedures determines it is necessary in order to protect the health or safety of district school student(s), SCHOOL BOARD personnel, or other individuals on or immediately near the grounds of a district school or facility;
- f) When CITY authorized personnel by mutual procedures determines it is necessary in order to protect SCHOOL BOARD grounds of a district school or facility;
- g) For routine maintenance solely to verify operability and functionality of cameras and recording devices including the confirmation of the locations of designated cameras at a particular district school or facility; or
- h) For training of appropriate CITY authorized personnel by mutual procedures.

2.04.2 General Surveillance Prohibited. CITY authorized personnel by mutual procedures acknowledge that the limited access granted to them under this Agreement to SCHOOL BOARD's security video cameras and images/videos captured using such equipment does not authorize them to conduct general surveillance of SCHOOL BOARD grounds of a district school or facility unrelated to a specific purpose as specified in Section 2.04.1 of this Agreement.

2.04.3 SCHOOL BOARD Access to Remote Viewing Site. CITY authorized personnel by mutual procedures will permit SCHOOL BOARD's designated personnel access to the remote location at which they will be afforded real-time access to SCHOOL BOARD's security cameras and images/video recordings. Such access will only be conducted during the CITY's normal business hours and must be permitted within two (2) business days of SCHOOL BOARD's request for access, in accordance with the policies and procedures of the CITY authorized personnel by mutual procedures.

2.04.4 Limited Authority to Capture Video Screen Shots and Recorded Video Images. CITY authorized personnel by mutual procedures acknowledge that the video access authorized by this Agreement is expressly restricted to viewing real-time (live) video access and recorded images/video recordings as authorized in Section 2.04.1 of this Agreement. They further acknowledge that they shall make no recordings of real-time (live) video images or of images/videos recording using SCHOOL BOARD's security cameras except as expressly authorized within this Agreement. Notwithstanding Section 2.04.1 of this Agreement, CITY authorized personnel by mutual procedures are permitted to make screen

shots, record video, and tag video capturing the images of persons or locations of interest that appear through the real-time (live) video access feeds or images/videos recorded from such feeds to the extent necessary to assist authorized personnel by mutual procedures to respond to any of the emergency circumstances specified in Section 2.04.1 of this Agreement. However, CITY authorized personnel by mutual procedures acknowledge that they may not make any screen shots or video recordings from the cameras when those video feeds are accessed for training purposes or routine maintenance. CITY authorized personnel by mutual procedures agree that any of their personnel who makes any use of SCHOOL BOARD's security video feeds other than as permitted by this Agreement will be subject to discipline in accordance with CITY authorized personnel by mutual procedures policies and procedures.

2.05 Confidentiality of Education Records. Notwithstanding any provision to the contrary within this Agreement, to the extent that CITY authorized personnel by mutual procedures receive access to "education records" as defined by applicable state and federal law, they will:

2.05.1 fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Fla. Stats. (2024); the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.05.2 notify SCHOOL BOARD immediately by telephone at 352-671-7775 (Director, Technology and Information Services), and 352-671-6963 (Executive Director, Safety and Security), and email SafeSchoolsCoordinator@marion.k12.fl.us upon discovery of a breach of confidentiality of education records and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Fla. Stats. (2024), and fully cooperate with appropriate SCHOOL BOARD staff, including SCHOOL BOARD's Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

2.05.3 Prepare and distribute, at CITY's own cost, any and all required breach notifications, under federal and Florida law, or reimburse SCHOOL BOARD any direct costs incurred by SCHOOL BOARD for doing so, including, but not limited to, those required by Section 501.171, Fla. Stats. (2024), when CITY authorized personnel by mutual procedures have been determined to be the source of the breach; and

2.05.4 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law when CITY authorized personnel by mutual procedures have been determined to be the source of the breach; and

2.05.5 provide SCHOOL BOARD with the name and contact information of CITY authorized personnel by mutual procedures who will serve as SCHOOL BOARD's primary security contact and will be available to assist SCHOOL BOARD in resolving obligations associated with a security breach of confidentiality of education records when CITY authorized personnel by mutual procedures have been determined to be the source of the breach; and

2.05.6 securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

2.06 Ownership of Education Records. To the extent that CITY authorized personnel by mutual procedures receive any original education records from SCHOOL BOARD, SCHOOL BOARD shall be entitled to retain a record copy of such original education records and such original education records will remain the property of SCHOOL BOARD unless such records are held as evidence. If any education

record is held in evidence, CITY authorized personnel by mutual procedures will be allowed to store a digital copy of any evidence in its secured digital evidence storage program for evidence preservation purposes and SCHOOL BOARD shall be entitled to possess and retain a copy of such education record in fulfillment of its duties as a public agency to retain public records in compliance with applicable law. Upon termination of this Agreement CITY shall, at SCHOOL BOARD's request, return to SCHOOL BOARD or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SCHOOL BOARD with a written acknowledgment of said disposition.

2.07 Audit of CITY Authorized Personnel by Mutual Procedures Access to SCHOOL BOARD Security Video Images. CITY authorized personnel by mutual procedures access and use of real-time (live) video feeds and recorded images/videos from SCHOOL BOARD security cameras is subject to audit by SCHOOL BOARD. CITY authorized personnel by mutual procedures will provide SCHOOL BOARD's designated personnel with the following detailed information on a monthly basis:

2.07.1 The identity of each user authorized by CITY authorized personnel by mutual procedures to log into and gain access to SCHOOL BOARD's security video feeds and/or recorded images/videos; and

2.07.2 The identity of each CITY authorized personnel by mutual procedures user who logged into and gained access to SCHOOL BOARD's security video feeds and/or recorded images/videos over the past month; and

2.07.3 The emergency circumstances under Section 2.04.1 of this Agreement in each instance in which access was had to SCHOOL BOARD's security video feeds and/or recorded images/videos which authorized each CITY authorized personnel by mutual procedures user to have such access; and

2.07.4 The location of each district school or facility at which CITY authorized personnel by mutual procedures users accessed SCHOOL BOARD security video feeds and/or recorded images/videos; and

2.07.5 The date, time of access, and duration of access by CITY authorized personnel by mutual procedures users to SCHOOL BOARD security video feeds and/or recorded images/videos; and

2.07.6 The names of the CITY authorized personnel by mutual procedures who viewed SCHOOL BOARD security video feeds and/or recorded images/videos.

2.08 Notice. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice will remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SCHOOL BOARD: Superintendent of Schools
The School Board of Marion County, Florida
1614 E Fort King Street
Ocala, Florida 34471

With a Copy to: Chief Dennis McFatten
Safety and Security Department
1614 E Fort King Street
Ocala, Florida 34471

To CITY: Kristen Dreyer
Ocala City Council
110 SE Watula Avenue
Ocala, FL 34471

With a Copy to: Angel B. Jacobs, City Clerk
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

2.09 Public Records Compliance: The PARTIES understand the broad nature of these laws and agrees to comply with Florida's Public Record Laws relating to records retention. Public Records and Audit.

2.09.1 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this AGREEMENT shall be subject to the applicable provisions of the Florida Public Records Law [Chapter 119, Florida Statutes (2024)], and other applicable State or Federal law. The PARTIES shall comply with all requirements of Chapter 119, Florida Statutes (2024), to the extent applicable to the records and documents associated with this AGREEMENT that are in its possession or under its control. A request to inspect or copy public records relating to the AGREEMENT must be made directly to the SCHOOL BOARD.

2.09.2 The PARTIES shall retain all records relating to this AGREEMENT for a period of at least five (5) years after this AGREEMENT terminates. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes (2024). The SCHOOL BOARD, upon written reasonable notice, shall have the right to audit and inspect any records of the CITY relating to this AGREEMENT to ensure compliance with the terms and conditions of this AGREEMENT.

**IF THE CITY HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES
(2024), TO THE CITY'S DUTY TO PROVIDE PUBLIC**

RECORDS RELATING TO THE AGREEMENT, CONTACT THE SCHOOL BOARD CUSTODIAN'S OF PUBLIC RECORDS AT:

Public Relations | 1614 E. Fort King St, Ocala, FL 34471

Phone: 352-671-7555

Email: Public.Relations@Marion.K12.FL.US

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

Angel B. Jacobs, City Clerk, at 352-629-8266, ajacobs@ocalafl.org or in Person at 110 SE Watula Avenue, Ocala, Florida 34471

2.10 Indemnification. Each party will each be individually and separately liable and responsible for the actions of its respective officers, agents and employees on the performance of their respective obligations under this Agreement. Both parties will be entitled at all times to the benefits of sovereign immunity as provided in Section 768.28, Fla. Stats (2024). and common law. Nothing contained in this Agreement is to be construed as a waiver of sovereign immunity.

2.11 Equal Opportunity Provision. The parties agree that no person will be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.12 Annual Appropriation. The performance and obligations of the parties under this Agreement will be contingent upon an annual budgetary appropriation by their governing bodies, and if either party's governing body does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such party at the end of the period for which funds have been allocated. The terminating party will notify the other party at the earliest possible time before such termination. No penalty will accrue to either party in the event this provision is exercised, and neither party will not be obligated or liable for any future payments due or any damages as a result of termination under this section.

ARTICLE 3 - GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Fla. Stats. (2024). This section will survive the termination of all performance or obligations under this Agreement and will be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein is to be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 Independent Contractor. The parties to this Agreement will at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees will represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to retirement, leave benefits or any other benefits of either party's employees will exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party will be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party will provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder will preclude any other or future exercise thereof. Nothing in this section is to be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 Termination. This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement.

3.06 Compliance with Laws. Each party will comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof may be predicated upon any prior representations or agreements, whether oral or written.

3.08 Binding Effect. This Agreement will be binding upon and more to the benefit of the parties hereto and their respective successors.

3.09 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There may be no partial assignments of this Agreement.

3.10 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document will not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.11 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.12 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver will only be effective as to the specific instance for which it is obtained and will not be deemed a continuing or future waiver.

3.13 Force Majeure. Neither party will be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, flood, earthquake, explosion, wars, sabotage, accident, epidemics, pandemics, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event will a lack of funds on the part of either party be deemed Force Majeure.

3.14 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SCHOOL BOARD, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds will survive the termination of this Agreement.

3.15 SCHOOL BOARD Agreement Administration. SCHOOL BOARD has delegated authority to the Superintendent of Schools or her designee to take any actions necessary to implement and administer this Agreement.

3.16 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitute one and the same Agreement.

3.17 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 hereto have made and executed this Agreement on the date first above written.

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA

By _____
LORI CONRAD, BOARD CHAIR

By _____
DIANE V. GULLETT, Ed.D., SUPERINTENDENT

Approved as to form and legality:

By _____
JEREMY T. POWERS, ESQ.,
SCHOOL BOARD ATTORNEY

THE CITY OF OCALA, FLORIDA

ATTEST:

ANGEL B JACOBS, CITY CLERK

Approved as to form and legality:

Signed by:
By William E. Sexton
WILLIAM E. SEXTON, Esq. CITY ATTORNEY

By _____
KRISTEN DREYER
PRESIDENT, OCALA CITY COUNCIL

Certificate Of Completion

Envelope Id: D81EC34B-C735-4DB7-89B4-34F3CFCD9E59

Status: Completed

Subject: FOR LEGAL REVIEW AND SIGNATURE: School Surveillance Camera System Access (OPD 250704)

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 67.8.24.241

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

6/11/2025 7:41:48 AM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Signature

Timestamp

William E. Sexton

wsexton@ocalafl.gov

Security Level: Email, Account Authentication (None)

Signed by:

4A55AB8A8ED04F3...

Sent: 6/11/2025 7:44:57 AM

Viewed: 6/11/2025 9:17:02 AM

Signed: 6/12/2025 12:03:16 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/11/2025 7:44:57 AM

Certified Delivered

Security Checked

6/11/2025 9:17:02 AM

Signing Complete

Security Checked

6/12/2025 12:03:16 PM

Completed

Security Checked

6/12/2025 12:03:16 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1542

Agenda Item #: 6m.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

STAFF RECOMMENDATION (Motion Ready):

Approve City Council meeting minutes from June 17, 2025

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence, .

PROOF OF PUBLICATION:

n/a



Ocala

City Council

Minutes

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Tuesday, June 17, 2025

4:00 PM

1. Call to Order

2. Roll Call

Present: Mayor Ben Marciano
Pro Tem Ire J. Bethea Sr
Council Member James P. Hilty Sr
Council Member Jay A. Musleh
Council President Kristen M. Dreyer

Excused: Council Member Barry Mansfield

2a. New Employees

- Rebecca Bleschke, Customer Service Office
- Jazmine Early, Customer Service Office
- Clay Surdam, Electric
- Walter Norris, Electric

3. Public Notice

- **Public Notice for the June 17, 2025 City Council Regular Meeting was posted on May 16, 2025**

4. Proclamations and Awards

4a. Presentation of the Mayor's Citizen Recognition Award to Larry and Darnitha Johnson

Mayor Marciano presented the Mayor's Citizen Recognition Award to Larry and Darnitha Johnson in appreciation for their community efforts against gun and domestic violence.

4b. Presentation of the Faith and Family Proclamation to Louine Ek

Mayor Marciano presented a proclamation for Faith and Family Month. The City proclaims the month of June 2025, as Faith and Family Month. Ms. Ek thanked the Mayor for the proclamation. Dave Armstrong spoke on the importance of faith and family.

4c. Service Award - Elissa Hughes-King - Ocala Police Department - 15 Years of Service

Mayor Marciano and City Manager Pete Lee presented a service award to Elissa Hughes King in appreciation of her 15 years of service to the City of Ocala.

4d. Service Award - Detective Mathew Steckman - Ocala Police Department - 20 Years of

Service

Mayor Marciano and City Manager Pete Lee presented a service award to Detective Mathew Steckman in appreciation of his 20 years of service to the City of Ocala.

5. Presentations

5a. 2025 Citizens Academy Graduation

Public Information Officer Greg Davis discussed the 2025 Citizens Academy program and introduced the new Public Relations Specialist Misti Barrett.

Public Relations Specialist Misti Barrett shared her wonderful experience coordinating the 2025 Citizens Academy and recognized this year's graduates.

5b. Introduction of Ben Strasser and Candice Falk from InSite Real Estate Investment Properties, LLC

City Manager Pete Lee introduced Ben Strasser and Candice Falk from InSite Real Estate Investment Properties, LLC. The real estate company is proposing to develop 110-acres of land located at the Ocala Airport. The City is excited about the applicant's conceptual plan.

6. Consent Agenda

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

RESULT: APPROVED THE CONSENT AGENDA

MOVER: James P. Hilty Sr

SECONDER: Ire J. Bethea Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

EXCUSED: Mansfield

6a. Approve the donation of surplus computer equipment to the College of Central Florida with a valuation of \$4,890

Presentation By: Christopher Ramos

6b. Approve the award of development opportunity, and an Affordable Housing Agreement, to Habitat for Humanity of Marion County, Inc., to construct and sell an affordable housing unit on surplus property in West Ocala identified as Parcel 2856-003-003

Presentation By: James Haynes

6c. Approve the award of development opportunity, and an Affordable Housing Agreement, to Habitat for Humanity of Marion County, Inc., to construct and sell an affordable housing unit on surplus property in West Ocala identified as Parcel 2497-005-005

Presentation By: James Haynes

- 6d.** Approve the City of Ocala’s Community Development Block Grant 2025 Annual Action Plan for submission to the Department of Housing and Urban Development
Presentation By: James Haynes
- 6e.** Approve a one-year agreement with Lutheran Services Florida, Inc. Health Systems for an Ocala Police Department chaplain position in the amount of \$99,694
Presentation By: Michael Balken
- 6f.** Adopt Budget Resolution 2025-159 amending the Fiscal Year 2024-25 budget to accept and appropriate Chaplain Program grant funds from Lutheran Services Florida Health Systems for a full-time Police Chaplain in the amount of \$99,694
Presentation By: Michael Balken
- 6g.** Adopt Budget Resolution 2025-160 amending the Fiscal Year 2024-25 budget to accept and appropriate additional grant funds from the Florida Department of Law Enforcement for online sting operations in the amount of \$4,585
Presentation By: Michael Balken
- 6h.** Adopt Budget Resolution 2025-161 amending the Fiscal Year 2024-25 budget to accept and appropriate a community donation for K-9-related expenses totaling \$1,000
Presentation By: Michael Balken
- 6i.** Approve the appointment of Bradford Harper to the Downtown Ocala CRA Advisory Committee for an expired term ending March 1, 2029
Presentation By: Roberto Ellis
- 6j.** Approve City Council minutes from June 3, 2025
Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

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

8. Introduction and First Readings of Ordinances

(Second and Final Reading - July 1, 2025)

- 8a.** Introduce Ordinance 2025-32 to amend the boundaries of the Ridge at Heath Brook Community Development District generally located southeast of SW Highway 200 (College Road) and west of I-75 by adding approximately 29.142 acres to increase the size of the Community Development District to approximately 104.938 acres (Case No. CDD25-0001) (Quasi-Judicial)

Introduced By: Jay A. Musleh

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

NOTE: Items 9c and 9d will be considered at 5:00 pm or shortly thereafter.

The City Clerk filed proof of publication for Ordinances 2025-25 through 2025-30 (Legal Ad June 6, 2025 - Notice ID AaSK2zn0y6Gh2qwutcl1). The City Clerk read the ordinance titles into the record.

- 9a.** Open a public hearing to review and receive comments concerning SunTran’s proposed budget for Fiscal Year 2022 Section 5339(a) Bus and Bus Facilities grant funding from the Federal Transit Administration in the amount of \$289,188

Presentation By: Tom Duncan

Council President Dreyer opened the public hearing at 4:26 pm.

Transit Administrator Tom Duncan discussed SunTran’s proposed budget for Fiscal Year 2022. The City will combine the remaining grant fundings (\$289,188) from the SunTran budget with the surplus grant funds (\$300,000) received from the Volkswagen Environmental Mitigation Trust Fund, to purchase a standby generator for the electric vehicle fleet. Currently, no action is required by City Council.

No public comment.

- 9b.** Adopt Ordinance 2025-25, repealing Sec. 70-371., Code of Ordinances, City of Ocala, Florida, requiring fluoridation of the municipal potable water supply

Presentation By: Sean Lanier

Introduced By: Ire J. Bethea Sr

City Engineer & Director of Water Resources Sean Lanier discussed the adoption of Ordinance 2025-25. The City is requesting to repeal Section 70-371, to comply with the state statute, Senate Bill 700, which prohibits the fluoridation of public water supply; staff recommends approval.

Jason Colchiski, 4434 NE 29th Street, spoke in support of prohibiting the fluoridation of public water supply.

Council Member Musleh spoke in opposition of amending the ordinance to remove fluoridation.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: Ire J. Bethea Sr

SECONDER: James P. Hilty Sr

AYE: Bethea Sr, Hilty Sr, and Dreyer

NAY: Musleh

ABSENT: Mansfield

- 9e.** Adopt Ordinance 2025-28 to rezone from B-2, Community Business, to B-4, General Business for property located at 2206 SW 10th Road (Parcel 23536-000-00), approximately 0.53 acres. (Case ZON25-0005) (Quasi-Judicial)

Presentation By: Endira Madraveren

Introduced By: Jay A. Musleh

Chief Planning Official Endira Madraveren discussed the adoption of Ordinance 2025-28. The applicant requested to rezone the subject property located at 2206 SW 10th Road, from B-2 (Community Business) to B-4 (General Business). She provided a brief overview of the property's history, zoning, and staff findings. To note, the Planning & Zoning Commission and staff recommend approval.

No public comment.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: Jay A. Musleh

SECONDER: James P. Hilty Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

- 9f.** Request to postpone to the July 1, 2025 City Council meeting - Adopt Resolution 2025-29 to abrogate a portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 as recorded in Plat Book G, Page 91, of the public records of Marion County, Florida (Parcels 2735-0006-017 & 2735-009-002) (Case ABR23-45418) (Quasi-Judicial)

Presentation By: Jeff Shrum

There being no discussion the motion carried by roll call vote.

RESULT: POSTPONED

MOVER: Jay A. Musleh

SECONDER: Ire J. Bethea Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

- 9g.** Request to postpone to the July 1, 2025 City Council meeting - Adopt Ordinance 2025-29 to change the Future Land Use designation on approximately 0.78 acres for property located in the 1900 block of NE 49th Avenue (Parcels 2735-006-017 and 2735-009-002) from Neighborhood to Low Intensity (Case LUC23-45427) (Quasi-Judicial)

Presentation By: Jeff Shrum

Introduced By: Ire J. Bethea Sr

There being no discussion the motion carried by roll call vote.

RESULT: POSTPONED

MOVER: Ire J. Bethea Sr

SECONDER: Jay A. Musleh

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

- 9h.** Request to postpone to the July 1, 2025 City Council meeting - Adopt Ordinance 2025-30 to rezone approximately 6.83 acres for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard (Parcel 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, and a portion of parcel 27028-004-03) from PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business, to PD, Planned Development (Case PD23-45431) (Quasi-Judicial)

Presentation By: Jeff Shrum

Introduced By: James P. Hilty Sr

There being no discussion the motion carried by roll call vote.

RESULT: POSTPONED

MOVER: James P. Hilty Sr

SECONDER: Ire J. Bethea Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

- 9i.** Request to postpone to the July 1, 2025 City Council meeting - Adopt Ordinance 2025-31 to rezone approximately 0.59 acres for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard (a portion of 2735-000-002) from PD, Planned Development, to B-2, Community Business (Case ZON23-45419) (Quasi-Judicial)

Presentation By: Jeff Shrum

Introduced By: Barry Mansfield

There being no discussion the motion carried by roll call vote.

RESULT: POSTPONED

MOVER: Ire J. Bethea Sr

SECONDER: James P. Hilty Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

- 9j.** Request to postpone to the July 1, 2025 City Council meeting - Adopt Resolution 2025-30 to approve a resolution for a Planned Development Plan and Standards Book for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard (Parcel 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, and a portion of parcel 27028-004-03), approximately 6.83 acres (Case No. PD23-45431) (Quasi-Judicial)

Presentation By: Jeff Shrum

There being no discussion the motion carried by roll call vote.

RESULT: POSTPONED

MOVER: James P. Hilty Sr

SECONDER: Ire J. Bethea Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

10. General Business

NOTE: Item 10a will be considered at 5:00 pm or shortly thereafter.

10b. Approve first amendment to contract with Polydyne, Inc. for liquid polymer supply and delivery services at Water Treatment Plant No. 1, Water Reclamation Facility No. 2, and Water Reclamation Facility No. 3 with an estimated aggregate expenditure of \$250,000

Presentation By: Sean Lanier

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Ire J. Bethea Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

10c. Approve award of a two-year contract to Sherman Mechanical Contractors for heating, ventilation, and air conditioning repairs and installations as needed with an estimated aggregate expenditure of \$150,000

Presentation By: Gary Crews

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Jay A. Musleh

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

10d. Approve the purchase of inventory items for Ocala Electric Utility from multiple vendors in the amount of \$260,724

Presentation By: Chad Lynch

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Ire J. Bethea Sr

SECONDER: Jay A. Musleh

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

10e. Approve Amendment 2 to Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation for reimbursement to the City of Ocala in

the amount of \$524,949

Presentation By: Darren Park

Director of Public Works Darren Park confirmed the agreement represents one year of maintenance. He noted maintenance will fluctuate annually based on City needs.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Ire J. Bethea Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

10f. Approve proposed Policy Statement for Roll-Off Compactor Solid Waste Collection Services

Ralph Demeo, Attorney, Guilday Law Firm, 10010 Survey Farms, Tallahassee, FL, stated he is representing Florida Express Waste & Recycling. He requested Council consider amending the ordinances to waive the annual permit requirement.

Council Member Hilty expressed concern the City is taking business from private haulers.

City Manager Lee spoke on the purpose of the proposed policy. He assured Council the City is not impacting private haulers. The impetus of this policy update was the purchase of roll-off compactors to ensure adequate coverage of Downtown trash collection; it is the City's responsibility by ordinance to handle trash collection within the City Limits including apartment complexes. He discussed the conflicts that arose when an apartment complex used a roll-off compactor contrary to the approved-upon site plan design that included dumpsters.

Council Member Hilty stated the proposed policy impedes growth of private companies. He requested the City grant a 10-year permit deferral for private companies.

Mr. Lee responded he is not in favor of waiving the permit fees for private companies; the annual permits inform the City of who is collecting waste for the property owner, as well as allow the City a mechanism for dispute resolution. He advised Council the property owner has the right to change private haulers.

City Attorney Sexton spoke on the importance of requiring annual permits for private companies. He explained the permit is issued in the name of the property owner.

Mr. Demeo favors waiving the permit fee for 10 years. He suggested an alternative of 10-year permits rather than requiring annual renewals.

Mayor Marciano favors Council Member Hilty's recommendation.

Council Members Bethea and Musleh support the City's proposed policy. Pro Tem Bethea commented he would be in support of removing the \$20 fee associated with the permit and extending the length of the permit's term.

President Dreyer spoke in support of removing the permit fee.

City Council agreed to amend the fee schedule to remove the permit fee.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Ire J. Bethea Sr

SECONDER: Jay A. Musleh

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

- 9c.** Adopt Ordinance 2025-26 concerning Chapter 70 of the Code of Ordinances to amend Sections/Subsections 70-301(d)(4), 70-321(b), 70-391, 70-411(a), 70-413, 70-414, 70-417(b) and (c), and adding Sections/Subsections 70-301(d)(5), 70-418 and 70-419

Presentation By: Sean Lanier

Introduced By: James P. Hilty Sr

City Engineer & Director of Water Resources Sean Lanier discussed the adoption of Ordinance 2025-26. On January 16, 2024, staff engaged Raftelis consultants to perform a new rate study and review miscellaneous charges.

Murray Hamilton, Project Manager, Raftelis, discussed the utility rate and system development study. The objective of the rate and fee study focused on equity and ensuring there is an appropriate balance for the various customers and users of the City's water and wastewater system while balancing the budget within the five-year forecast. Raftelis assisted staff in updating the existing fee levels as well as modernizing the current fee schedule. They developed a cost accounting workbook and assisted City staff to compile the labor materials and supply costs for various services not currently associated with a fee schedule, such as wastewater compliance monitoring for large industrial customers. He reviewed changes to some miscellaneous charges, which are primarily driven by new development and the rising costs of service and materials.

No public comment.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: James P. Hilty Sr

SECONDER: Ire J. Bethea Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

- 9d.** Open a public hearing to consider the adoption of Ordinance 2025-27, adjusting the water and sewer impact fees under Chapter 70, Article V, Division 2, Section 70-502, Code of Ordinances, City of Ocala, Florida

Presentation By: Sean Lanier

Introduced By: Barry Mansfield

Council President Dreyer opened the public hearing.

City Engineer & Director of Water Resources Sean Lanier discussed the adoption of Ordinance 2025-27. The existing impact fees have been in effect since May 1, 2021, and the City engaged Raftelis consultants to evaluate the existing impact fees.

Murray Hamilton, Project Manager, Raftelis, discussed the proposed impact fees. He provided a brief overview of the following: objectives, impact fee criteria, cost methodology/fee calculation, and proposed development/impact fees. He stated the proposed impact fees are based on the current assets as well as the capacity additions to be funded over the next five-year period including the expansion and construction of Water Treatment Plant No. 2. He noted there is a maximum increase of 50% under Florida Statutes, and highlighted that Ocala is in the middle of the peer group in terms of fees.

No public comment.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: Ire J. Bethea Sr

SECONDER: James P. Hilty Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

- 10a.** Adopt Resolution 2025-31 concerning a new sewage rate schedule pursuant to section 70-301, City Code, a new water rate schedule pursuant to section 70-416, City Code, and new reclaimed water service fees and connection fees pursuant to section 70-358, City Code, effective October 1, 2025

Presentation By: Sean Lanier

Murray Hamilton, Project Manager, Raftelis, discussed the proposed rate schedule. The results of the rate study looked at the fact that the utility system has been significantly impacted by rate of inflation on operating expenses as well as capital requirements. He noted commercial customers are currently paying 17% less than the system average and suggests a five-year plan to correct that cost of service over time. The proposed action in

front of City Council is to consider implementing the proposed commercial realignment to overall cost of service, and the proposed water and wastewater rates through Fiscal Year 2029, which would include 5% annual rate adjustments over the next four-years.

He requested Council consider adopting an annual index provision of no less than 4% beginning in Fiscal year 2030, based on the water and sewer maintenance service index. The increase for an average residential customer would be between \$4 and \$5 per month.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: Jay A. Musleh

SECONDER: Ire J. Bethea Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

11. Internal Auditor's Report

12. City Manager's Report

- Commercial and residential comprehensive fees

City Manager Pete Lee reported the draft commercial/residential comprehensive fees will be presented at the next meeting.

- Police Department recognition

City Manager Pete Lee recognized the Police Department for successfully managing peaceful protests throughout the City.

13. Ocala Police Department Report

- Overview of Crime and Traffic Stops

Police Chief Mike Balken reported on the Police Departments efforts for a two-week period, June 2, 2025 to June 15, 2025: 40 significant crimes, 246 arrests, 120 FIRs, and 1,344 traffic stops.

- Department Highlights

The Police Department lead a successful Internet Crimes against Children Operation, which resulted in the arrest of twenty pedophiles. Furthermore, the department hosted a Hoops & Badges Basketball Tournament on June 13, 2025, and nineteen participants recently graduated from the Summer Youth Academy. He clarified the Spring/Fall mentorship programs available to the youth.

14. Ocala Fire Rescue Department Report

- Unit Responses

Fire Chief Clint Welborn reported on unit responses for a two-week period, June 3, 2025 to June 16, 2025. The two busiest units: Fire Rescue Four (164-unit responses) and Fire

Engine Four (118-unit responses).

- **Service calls update**

Fire Chief Clint Welborn reported on call type spotlights for a two-week period, June 3, 2025 to June 16, 2025: motor vehicle accidents 69, structure fires 3, and community paramedicine/core 41, and 978 calls for service (11,544 calls-to-date).

- **Department Highlights**

Fire Chief Clint Welborn provided a brief update on the Mentorship Program. Furthermore, he invited the public to attend the PTSD Awareness Walk on Friday, June 27, 2025.

15. City Attorney's Report

16. Public Comments

- **Sharma Robinson, 621 SW 7th Street, unit 301, expressed concern regarding Suntran's operations in the City**

Sharma Robinson, 621 SW 7th Street, unit 301, expressed concern regarding Suntran's operations in the City. She claimed the hired drivers are biased towards people of color. She requested Council act immediately to address the matter for the public.

17. Informational Items and Calendaring Items

- Thursday, June 19, 2025 - Juneteenth Day Holiday - City Offices closed
- Monday, June 23, 2025 - 3:00pm - TPO meeting - Marion County Public Library
- Tuesday, July 1, 2025 - 4:00pm - City Council meeting - Council Chambers
- Friday, July 4, 2025 - Independence Day Holiday - City Offices closed
- Tuesday, July 15, 2025 - 3:45pm - CRA Board meeting - Council Chambers
- Tuesday, July 15, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, August 5, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, August 12, 2025 - 12:00pm - City Council Workshop Re: FY 2025-26 Budget - Council Chambers
- Tuesday, August 19, 2025 - 3:45pm - CRA Board meeting - Council Chambers
- Tuesday, August 19, 2025 - 4:00pm - City Council meeting - Council Chambers

17a. Moved to 10f.

17b. Informational item regarding the emergency payment of the price difference for offloading and field service for transformer unit in the amount of \$47,000.

17c. Local Mitigation Strategy 2024 Annual Report

18. Comments by Mayor

- **Hoops & Badges Basketball Tournament**

Mayor Marciano shared his wonderful experience attending the Hoops & Badges Basketball Tournament.

- **Successful protests in the City**

Mayor Marciano recognized the Police Department for successfully managing peaceful protests throughout the City.

19. Comments by City Council Members

- **Council Member Hilty requested information regarding fees for public record requests**

Council Member Hilty requested information regarding fees for public record requests.

City Manager Peter Lee clarified the fees associated with large public record requests.

City Clerk Angel Jacobs noted the Police Department Records Department has its own fee schedule for public record requests. The policy for the City Clerk's Office is if the request costs the City more than \$5, the requester will be charged for the time and materials required to handle the request. State statute allows the City to charge 15 cents per page.

City Attorney Sexton confirmed the City is required to provide the records in the format in which they exist. He explained how fees are applied to public record requests.

Ms. Jacobs confirmed the Clerk's Office policy is a combination of state statute and office policy. She would not charge for someone requesting an electronic copy of a 1,500-page Council agenda to be emailed; she would charge if the requester asked for a physical copy of the packet.

- **Council Member Bethea requested Pete Lee, City Manager, investigate the Suntran complaint**

20. Adjournment

- **Adjourned at 5:48 pm**

Minutes

Barry Mansfield
Council President

Angel B. Jacobs
City Clerk



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: ORD-2025-33

Agenda Item #: 8a.

Submitted By: Emily W. Johnson, AICP

Presentation By: Emily Johnson

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Introduce Ordinance 2025-33 to rezone approximately 18.24 acres for the property located southwest of the intersection at SW 48th Avenue and SW 49th Place (Parcel 23832-000-00 and a portion of 23894-002-00) from R-3, Multi-Family Residential, to B-2, Community Business (Case ZON25-0007) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place, Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

- Applicant/Property Owner: Circle Fore LLC
- Agent: James W. Gooding III, Gooding & Batsel, PLLC

Key Points:

The petitioner requests to rezone from R-3, Multi-Family Residential, to B-2, Community Business, to allow for future commercial development. A subdivision improvement plan is currently under review for Circle Fore II at SW 48th Ave (SUB23-45452), which includes a commercial plat comprising three lots, three tracts, and associated public roadway and stormwater infrastructure improvements. The subject properties are identified as Lot 1 and Tract 1 on the proposed improvement plan.

Zoning and Land Use Details:

The subject properties were previously rezoned from OP, Office Park, and B-2, Community Business, to R-3, Multi-Family Residential, via Ordinance 2021-14. A site plan has never been submitted.

Additionally, the properties are designated as Low Intensity Future Land Use Category, and future development is subject to Future Land Use Policies 18.8 and 18.21, as amended by Ordinance 2021-30 and Ordinance 2023-

15.

Planning & Zoning Commission:

Staff presented the rezoning to the Planning & Zoning Commission at the meeting on June 9, 2025. There were no further questions or discussion. The Commission voted seven to zero to recommend approval.

FINDINGS AND CONCLUSIONS:

- The proposed rezoning is consistent with the existing Low Intensity Future Land Use classification, pursuant to Section 122-244 of the Code of Ordinances, and is compatible with the surrounding area.
- The B-2, Community Business, zoning district is appropriate for the intended use of the subject property. Adjacent properties to the south and west are existing B-2 and B-4 zoned properties located along a major arterial roadway (SR 200).
- No level of service issues have been identified for public facilities as a result of the zoning amendment.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2025-33

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM R-3, MULTI-FAMILY RESIDENTIAL, TO B-2, COMMUNITY BUSINESS, FOR CERTAIN PROPERTY LOCATED SOUTHWEST OF THE INTERSECTION AT SW 48TH AVENUE AND SW 49TH PLACE (PARCEL 23832-000-00 AND A PORTION OF 23894-002-00), APPROXIMATELY 18.24 ACRES (CASE NO. ZON25-0007); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC

HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The lands described below are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as B-2, Community Business:

A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WESTERLY MOST CORNER OF RACE WASH 200 AS RECORDED IN PLAT BOOK 13, PAGE 59 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.41°48'12"W., 409.32 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 33 THE FOLLOWING TWO (2) COURSES: (1) N.89°49'41 "W., 713.71 FEET; (2) THENCE N.89°57'31 "W., 426.03 FEET TO THE S.E. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7776, PAGE 1 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID SECTION 33, ALONG THE EAST BOUNDARY OF SAID LANDS, N.00° 21'41"E., 264.07 FEET TO THE N.E. CORNER OF SAID LANDS; THENCE DEPARTING THE EAST BOUNDARY OF SAID LANDS, ALONG THE NORTH BOUNDARY OF SAID LANDS, S.89°52'07"W., 142.47 FEET TO THE EAST RIGHT OF WAY LINE OF S.W. 51ST TERRACE (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE NORTH BOUNDARY OF SAID LANDS, ALONG SAID EAST RIGHT OF WAY LINE, N.00°21'47"E., 80.75 FEET TO THE SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7654, PAGE 955 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG THE SOUTH BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES: (1) S.89°38'13"E., 541.55 FEET; (2) THENCE N.39°39'16"E., 441.91 FEET TO THE SOUTHERLY MOST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6754, PAGE 1927 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7654, PAGE 955, ALONG THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6754, PAGE 1927 THE FOLLOWING FIVE (5) COURSES: (1) N.39° 39'16"E., 60.34 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 48°45'27", AND A CHORD BEARING AND DISTANCE OF N.64°02'00"E., 181.62 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SOUTHERLY BOUNDARY, A DISTANCE OF 187.22 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 52°27'25", AND A CHORD BEARING AND DISTANCE OF N.62°11'01"E., 123.75 FEET; (3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SOUTHERLY BOUNDARY, A DISTANCE OF 128.18 FEET TO A POINT OF TANGENCY; (4) THENCE N.35°57'18"E., 125.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°11'43", AND A CHORD BEARING AND DISTANCE OF N.09°39'28"W., 35.72 FEET; (5) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SOUTHERLY BOUNDARY, A DISTANCE OF 39.79 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF S.W. 48TH AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6754, PAGE 1927, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING THREE

(3) COURSES: (1) S.54°03'07"E., 130.51 FEET; (2) THENCE S.53°45'32"E., 27.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,050.00 FEET, A CENTRAL ANGLE OF 06°25'54", AND A CHORD BEARING AND DISTANCE OF S.57°17'24"E., 230.00 FEET; (3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 230.12 FEET TO THE END OF SAID CURVE; THENCE S.35° 57'18"W., 202.00 FEET; THENCE S.54°02'42"E., 324.09 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF S.W. 48TH ROAD (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, ALONG SAID NORTHERLY RIGHT OF WAY LINE, S.41°48'12"W., 171.50 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 18.24 ACRES, MORE OR LESS.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from R-3, Multi-Family Residential, to B-2, Community Business, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2025-33
Introduced: 7/1/2025
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.



Rezoning Staff Report

Case No. ZON25-0007

Planning & Zoning Commission: June 9, 2025

City Council (1st Reading): July 1, 2025

City Council (Adoption): July 15, 2025

Applicant/Property Owner: Circle Fore LLC
Project Planner: Emily W. Johnson, AICP
Amendment Request: Rezone the subject properties from R-3, Multi-Family Residential, to B-2, Community Business.

Parcel Information

Acres: ±18.24 acres
Parcel(s)#: 23832-000-00 and a portion of 23894-002-00
Location: Southwest of the intersection at SW 48th Avenue and SW 49th Place
Existing use: Vacant/undeveloped, subdivision improvement plan SUB23-45452 for Circle Fore II At SW 48th Ave is under review.
Future Land Use Designation: Low Intensity
Zoning Designation(s): R-3, Multi-Family Residential
Special District(s)/Plans(s): Future Land Use Policy 18.8 (Ord. 2021-30)
Future Land Use Policy 18.21 (Ord. 2023-15)
Overlay(s): N/A

Figure 1. Aerial Location Map



Adjacent Property Information

| <u>Direction</u> | <u>Future Land Use</u> | <u>Zoning District</u> | <u>Current Use</u> |
|------------------|--|--|---|
| North | Low Intensity | R-3, Multi-Family Residential O-1, Office | Multi-family residential (Canter Apartments) Medical office (Florida Cancer Specialists & Research Institute) |
| East | Low Intensity | B-2, Community Business R-3, Multi-Family Residential No Zoning | Vacant, undeveloped Derelict single-family residence constructed in 1956 |
| South | Low Intensity Medium Residential (County) | B-2, Community Business G-U, Governmental Use B-4, General Business A-1, General Agriculture (County) | Drive-through restaurant (Chic-fil-a) Car wash (Racewash Express) City of Ocala Fire Station #6 Water retention area Vacant/undeveloped, subdivision improvement plan SUB23-45452 under review Single-family residence |
| West | Commercial (County) High Residential (County) | A-1, General Agriculture | Vacant and undeveloped |

Applicant Request

The petitioner is requesting to rezone from R-3, Multi-Family Residential, to B-2, Community Business, to allow for future commercial development. The subject properties are comprised of Parcels 23832-000-00 and a portion of 23894-002-00 and contain approximately 18.24 acres.

Background

Parcel 23832-000-00 was annexed in November 2005, as part of a larger parcel containing approximately 64.29 acres. Upon annexation, the parcel was designated as Professional Services and Retail Services Future Land Use with an accompanying Future Land Use Policy (FLUP) 12.8, which limited the development potential to 1,176,198 square feet of building space for retail/office uses. Later in 2008, a zoning change was requested to B-2, Community Business, and OP, Office Park (ZON08-0024) to implement Professional Services and Retail Services future land use designations.

Parcel 23894-002-00 was annexed into the City of Ocala in August 2007, as part of a larger parcel containing approximately 39.00 acres. Upon annexation, the parcel was designated as Retail Services Future Land Use for future retail development, with an accompanying future land use policy (FLUP). FLUP 12.22 limited the aggregate development to what was allowed under the previous County land use designation and required the owner/developer to submit a Developer’s Agreement consistent with the City’s Land Development regulations regarding buffers, landscaping, site design, architectural elements, and other requirements.

On January 22, 2013, the City Council adopted Comprehensive Plan Amendments consistent with the 2035 Vision, which eliminated the Professional Services and Retail Services Future Land Use Classifications while assigning the new designation of Low Intensity. The intent of the Low Intensity land use classification is to identify areas that are oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being less than High Intensity/Central Core and Medium Intensity/Special District districts. The FLUPs were subsequently renumbered to 18.8 and 18.21 upon adoption of the Evaluation and Appraisal Report amendments by Ordinance 2021-20.

Future Land Use Policies 18.8 and 18.21 were further amended to allow for development consistent with the existing Low Intensity Future Land Use Category and removed language pertaining to a Developer’s Agreement, traffic impact analysis, and traffic improvements as these items were incorporated as land development regulations since the inception of the FLUP’s.

On November 15, 2022, the City Council adopted Ordinance 2023-14 which rezoned the subject properties from B-2, Community Business, and OP, Office Park, to R-3, Multi-Family Residential. A site plan for development has never been submitted.

A subdivision improvement plan is currently under review for Circle Fore II At SW 48th Ave (SUB23-45452), for a commercial plat containing 3 lots, 3 tracts, and associated public roadway and stormwater infrastructure improvements. The subject properties are identified as Lot 1 and Tract 1 on the proposed improvement plan.

Existing and Proposed Zoning District Standards

| | Zoning District | Intent and Purpose | Minimum Lot Area (square feet) | Maximum Building Height (feet) |
|-----------------|-------------------------------|---|---------------------------------------|---------------------------------------|
| Existing | R-3, Multi-Family Residential | Intended to be a multi-family area, including higher residential densities in accordance with the comprehensive plan. | 10,000 | 50-feet |

| | | | | |
|-----------------|-------------------------------|---|--------|---------|
| Proposed | B-2, Community Business | Intended for community businesses, including retail sales, personal and business services, and all office uses. Businesses shall be based on walk-in trade, rather than delivery of supplies and large commodities. | 10,000 | 50-feet |
|-----------------|-------------------------------|---|--------|---------|

Staff Analysis

Factual Support

1. The requested rezoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

- a. Future Land Use Element Policy 6.3: Low Intensity: The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.

The form of buildings and development may be regulated for specified areas by a Form Based Code or Corridor Overlay. Buildings may have larger setbacks from the street and public right-of-way than other mixed-use districts. Buildings may have surface parking between the building and the street, though rear and side yard parking is encouraged for non-residential uses. Low Intensity areas may have large open space areas such as community and regional parks, trails, or surface stormwater management facilities designed as amenities.

The minimum density and intensity in this future land use category is 3 dwelling units per gross acre or 0.00 FAR. The maximum density and intensity is 18 dwelling units per acre or 0.75 FAR.

Staff comment: The proposed B-2 zoning district and the intended use are generally consistent with the intention of the Low Intensity FLU.

- b. Future Land Use Element Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City’s Land Development Code.

As identified in the Level of Service Analysis below, there appears to be adequate public facilities to service the subject properties.

2. The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

- a. Section 122-244 - District criteria: Zoning districts allowed under each land use classification.

| | |
|----------------------|--|
| Low Intensity | R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, O-1, OP, B-1, B-1A, B-2 , B-2A, B-4, B-5, SC, M-1, M-2, G-U, INST, A-1, PD, FBC |
|----------------------|--|

The requested B-2 zoning district is consistent with the existing Low Intensity FLU designation.

Level of Service Analysis

Transportation: The subject segment of SW 48th Avenue is an unclassified roadway under the Ocala-Marion TPO Congestion Management Plan. Automotive traffic will likely access the properties via SW College Road (SR 200). The 2023 congestion management data from the Ocala-Marion TPO for the affected roadway(s) is provided below.

Adopted LOS / Available Capacity:

| Road/ Street Name | Lanes | Speed Limit | Functional Classification | Adopted LOS | LOS Capacity | 2023 AADT | Existing LOS |
|--------------------------------|-------|----------------|------------------------------|----------------|-----------------|--------------|-----------------|
| SW College Road (SR 200) | 6 | 50 MPH | Arterial | D | 56,805 | 42,400 | C |

Developments proposing to generate 100 or more net new PM peak hour trips are required to submit a traffic study as part of the subdivision review. The affected segment of SW College Road (SR 200) is currently operating above the adopted Level of Service.

Potable Water: City utilities are available at this location. Any new connections will be determined during the site plan review process. City water mains run along SW 48th Avenue and SW 49th Place.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City’s water system is 24.4 million gallons daily (mgd).

Sanitary Sewer: City utilities are available at this location. Any new connections will be determined during the site plan review process. City gravity mains run along SW 48th Avenue and SW 49th Place.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd).

Solid Waste: The subject property is located within the City’s service area; any future changes in refuse pickup will be determined during the site plan review process.

- *Adopted Level of Service (LOS) Solid Waste:* 0.0112 pounds per square foot of occupied building space per day for non-residential development.
- *Available Capacity:* Solid waste is transported to facilities outside of the city.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).

- *Available Capacity:* Capacity is available. The City’s 69,283 population requires 318.70 developed park acres. The city currently owns and maintains 622.27 developed park acres, pursuant to the Fall 2024 Activity Guide released by the Recreation and Parks Department.

Other Public Facilities:

The following public facilities do not have adopted Level of Service standards and are provided as additional information.

Stormwater: The subject properties are partially located within FEMA Flood Zone “AE”, defined by the Flood Insurance Rate Map (FIRM) as a high-risk area with a 1% annual chance of flooding. For any future redevelopment, 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.

Electric: The subject properties are within the Ocala Electric Utility service territory.

Fiber: Service is not currently available at this location.

Fire Service: Ocala Fire Rescue Station #6 is located approximately 58-feet from the subject properties, at 5220 SW 50th Court. This distance fall within the desired industry standard of 1.5 miles for fire service.

Schools: The proposed rezoning is not anticipated to affect schools.

Staff Findings and Recommendation

- The proposed rezoning is consistent with the existing Low Intensity Future Land Use classification, pursuant to Section 122-244 of the Code of Ordinances, and is compatible with the surrounding area.
- The proposed rezoning is consistent with the existing Future Land Use Policies affecting the properties.
- The B-2, Community Business, zoning district is appropriate with the intended use of the subject property. Adjacent properties to the south and west are existing B-2 and B-4 zoned properties located along a major arterial roadway (SR 200).
- No level of service issues has been identified for public facilities as a result of the zoning amendment.

Staff Recommendation: *Approval*

ORDINANCE 2023-14

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM B-2, COMMUNITY BUSINESS, AND OP, OFFICE PARK, TO R-3, MULTI-FAMILY RESIDENTIAL, FOR CERTAIN PROPERTY LOCATED NORTHWEST OF THE INTERSECTION OF SW 48 AVENUE AND SW 48 ROAD, OCALA, FLORIDA (CASE NO. ZON22-44855); 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:

A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WESTERLY MOST CORNER OF RACE WASH 200 AS RECORDED IN PLAT BOOK 13, PAGE 59 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.41°48'12"W., 409.32 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 33 THE FOLLOWING TWO (2) COURSES: (1) N.89°49'41"W., 713.71 FEET; (2) THENCE N.89°57'31"W., 426.03 FEE TO THE S.E. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7776, PAGE 1 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID SECTION 33, ALONG THE EAST BOUNDARY OF SAID LANDS, N.00°21'41"E., 264.07 FEET TO THE N.E. CORNER OF SAID LANDS; THENCE DEPARTING THE EAST BOUNDARY OF SAID LANDS, ALONG THE NORTH BOUNDARY OF SAID LANDS, S.89°52'07"W., 142.47 FEET TO THE EAST RIGHT OF WAY LINE OF S.W. 51ST TERRACE (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE NORTH BOUNDARY OF SAID LANDS, ALONG SAID EAST RIGHT OF WAY LINE, N.00°21'47"E., 80.75 FEET TO THE SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7654, PAGE 955 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG THE SOUTH BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES: (1) S.89°38'13"E., 541.55 FEET; (2) THENCE N.39°39'16"E., 441.91 FEET TO THE SOUTHERLY MOST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6754, PAGE 1927 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7654, PAGE 955, ALONG THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6754, PAGE 1927 THE FOLLOWING FIVE (5) COURSES: (1) N.39°39'16"E., 60.34 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 48°45'27", AND A CHORD BEARING AND DISTANCE OF N.64°02'00"E., 181.62 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SOUTHERLY BOUNDARY, A DISTANCE OF 187.22 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 52°27'25", AND A CHORD BEARING AND DISTANCE OF N.62°11'01"E., 123.75 FEET; (3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SOUTHERLY BOUNDARY, A DISTANCE OF 128.18 FEET TO A POINT OF TANGENCY; (4) THENCE N.35°57'18"E., 125.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY,

HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°11'43", AND A CHORD BEARING AND DISTANCE OF N.09°39'28"W., 35.72 FEET; (5) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SOUTHERLY BOUNDARY, A DISTANCE OF 39.79 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF S.W. 48TH AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6754, PAGE 1927, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) S.54°03'07"E., 130.51 FEET; (2) THENCE S.53°45'32"E., 27.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,050.00 FEET, A CENTRAL ANGLE OF 06°25'54", AND A CHORD BEARING AND DISTANCE OF S.57°17'24"E., 230.00 FEET; (3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 230.12 FEET TO THE END OF SAID CURVE; THENCE S.35°57'18"W., 202.00 FEET; THENCE S.54°02'42"E., 324.09 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF S.W. 48TH ROAD (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, ALONG SAID NORTHERLY RIGHT OF WAY LINE, S.41°48'12"W., 171.50 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 18.24 ACRES, MORE OR LESS.

(aka Parcels #23832-000-00 and portions of Parcels #23894-002-00 and #23894+002-00)

Section 2. The zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from B-2, Community Business, and OP, Office Park, 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 become effective upon the later of:

- (a). Approval by the mayor, or upon becoming law without such approval; or
- (b). The effective date of Ordinance No. _____ (Ref: Future Land Use Policy Case FLUP22-44857).

ATTEST:

By: Angel B. Jacobs
Angel B. Jacobs
City Clerk

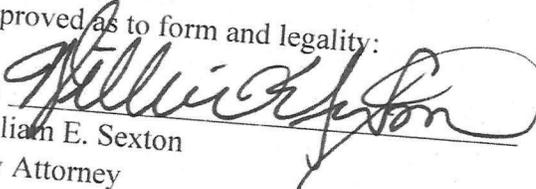
CITY OF OCALA

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

Approved/ Denied by me as Mayor of the City of Ocala, Florida, on 11/17, 2022.

By: Reuben Kent Guinn
Reuben Kent Guinn
Mayor

Approved as to form and legality:

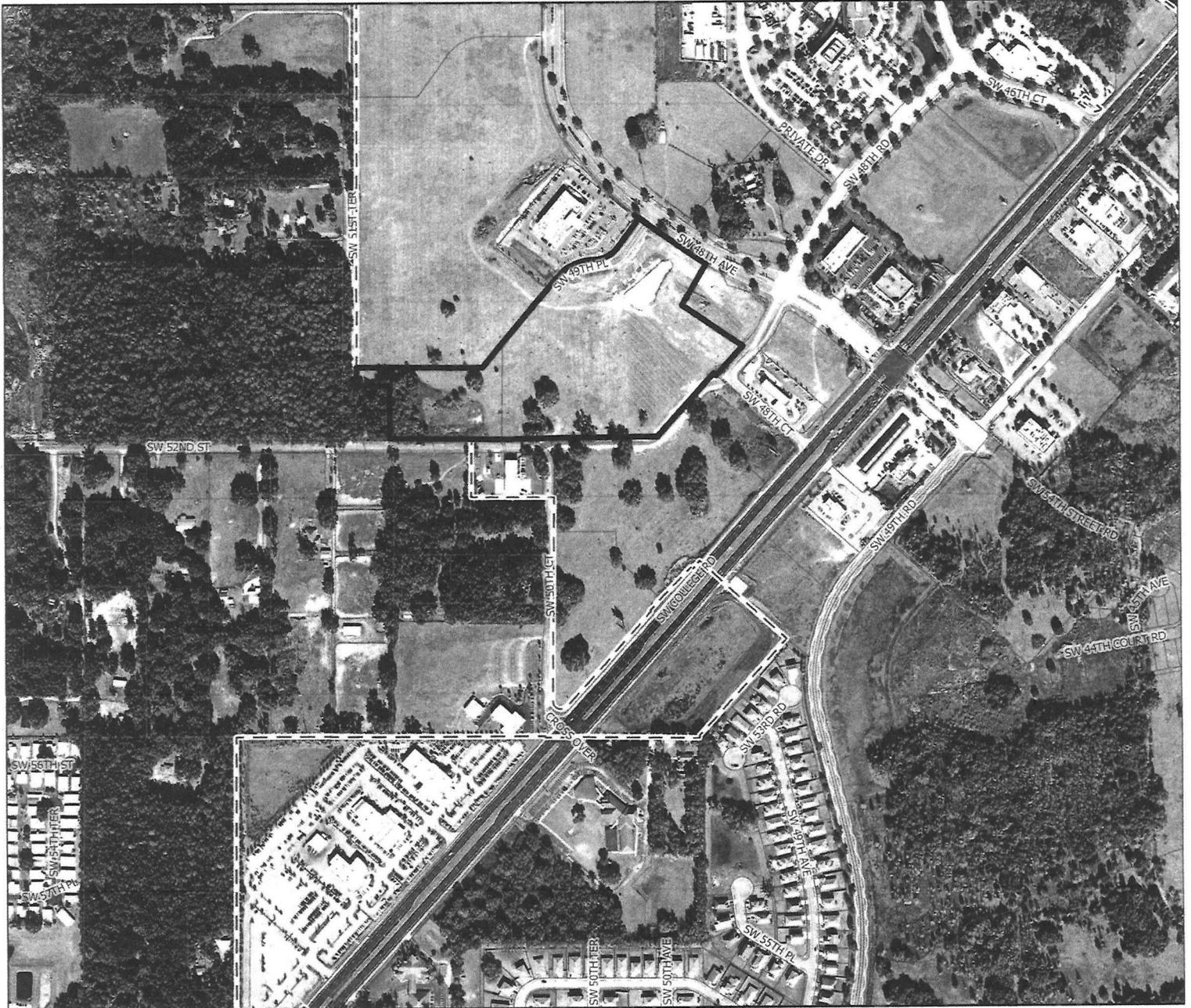
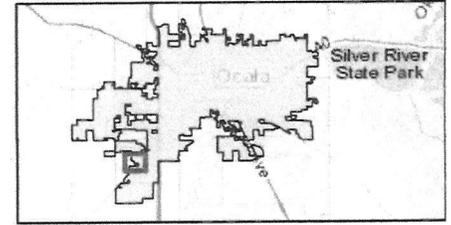
By: 
William E. Sexton
City Attorney

Ordinance No: 2023-14
Introduced: 11/1/2022
Adopted: 11/15/2022
Legal Ad No: Star Banner – 8007053 – November 4, 2022

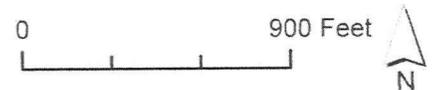
AERIAL MAP

P & Z Meeting: July 11, 2022
Location Map

Case Number: FLUP22-44857
Parcel Number: 23832-000-00
Property Size: Approximately 18.24 acres
Land Use Designation: Low Intensity
Zoning: B-2, Community Business and OP, Office Park
Proposal: A request to rezone from B-2, Community Business and OP, Office Park to R-3, Multi-family Residential



 Property
 City Limits

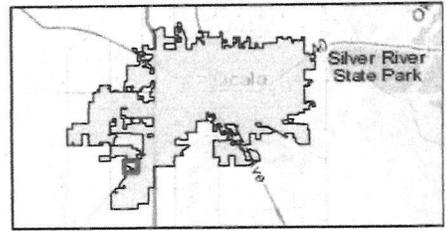


Prepared by the City of Ocala
Growth Management Department

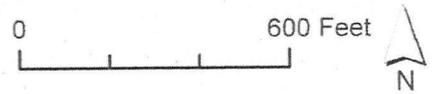
ZONING CASE MAP

P & Z Meeting: August 08, 2022
 Location Map

Case Number: ZON22-44855
 Parcel Number: 23832-000-00
 Property Size: Approximately 18.24 acres
 Land Use Designation: Low Intensity
 Zoning: B-2, Community Business and OP, Office Park
 Proposal: A request to rezone from B-2, Community Business and OP, Office Park to R-3, Multi-family Residential



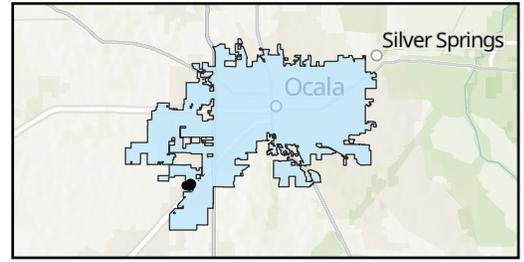
- Property
- B-2: Community Business
- B-4: General Business
- GU: Governmental Use
- INST: Institutional
- O-1: Office
- OP: Office Park
- PUD-03: Planned Unit Development-3 Units
- Planned Development
- R-3: Multi-Family Residential



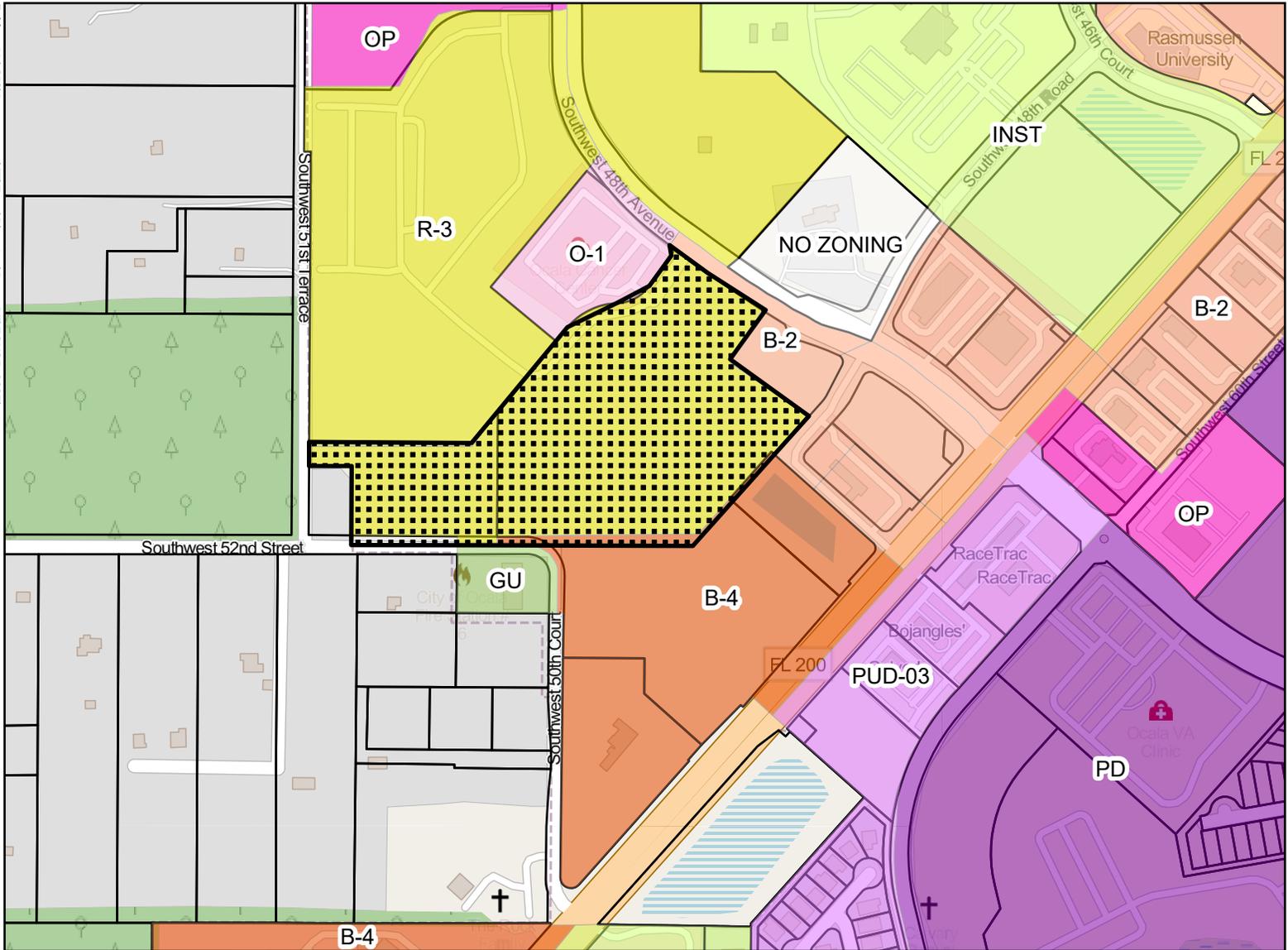
Prepared by the City of Ocala
 Growth Management Department

CASE MAP

Case Number: ZON25-0007
Parcel: 23832-000-00 and a portion of 23894-002-00
Property Size: Approximately 18.24 Acres
Land Use Designation: Low Intensity
Zoning: R-3, Multi-Family Residential
Proposal: Requesting to Restore to original B-2 Zoning



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- | | | |
|-------------------------|--|-------------------------------|
| Subject Parcel | O-1: Office | R-3: Multi-Family Residential |
| B-2: Community Business | OP: Office Park | SC: Shopping Center |
| B-4: General Business | PUD-03: Planned Unit Development-3 Units | NO ZONING |
| GU: Governmental Use | Planned Development | Parcels |
| INST: Institutional | | |



CASE MAP

Case Number: ZON25-0007

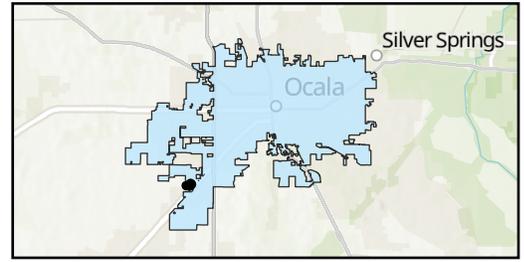
Parcel: 23832-000-00 and a portion of 23894-002-00

Property Size: Approximately 18.24 Acres

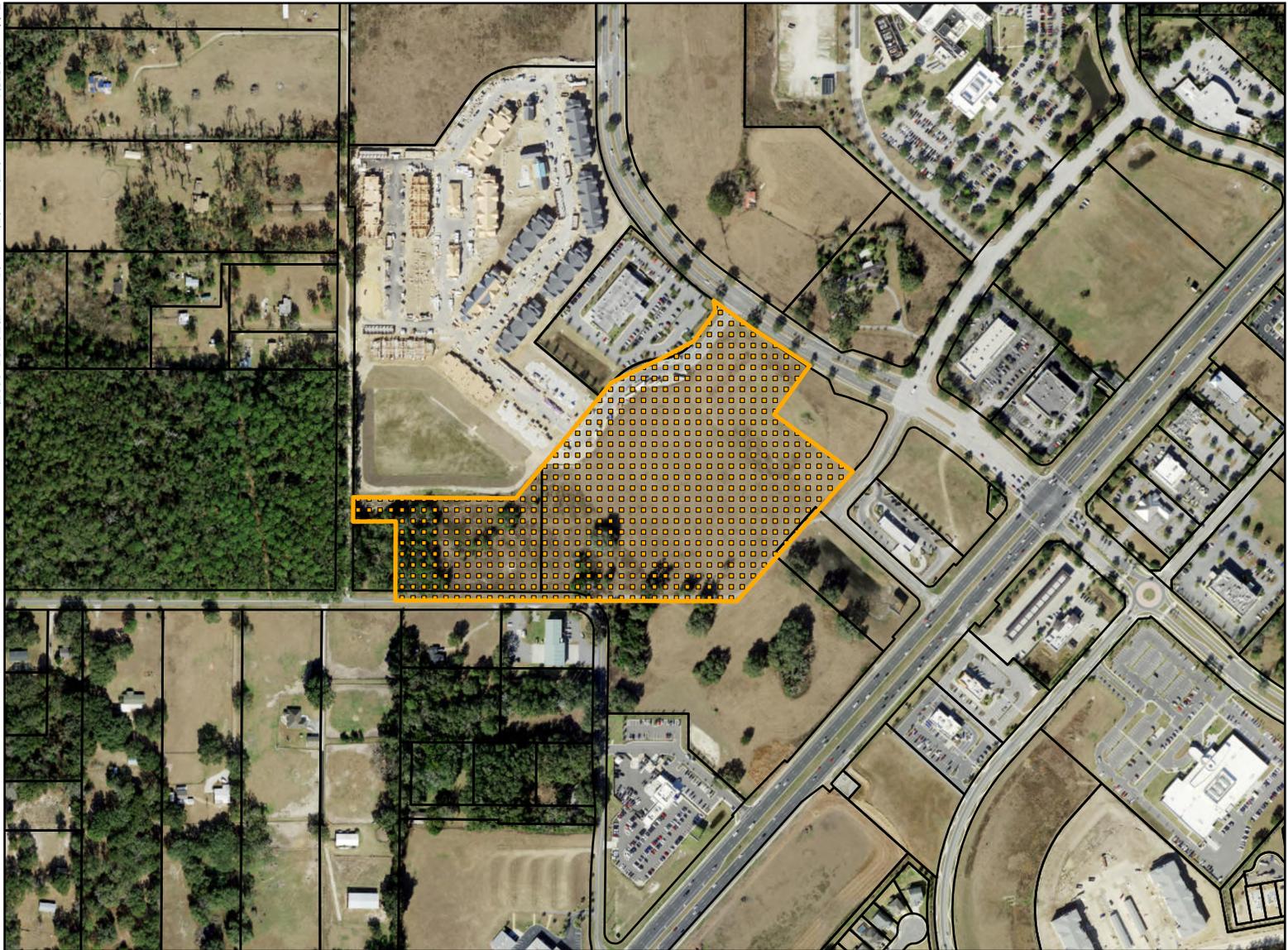
Land Use Designation: Low Intensity

Zoning: R-3, Multi-Family Residential

Proposal: Requesting to Restore to original B-2 Zoning



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 SubjectParcel

 Parcels





Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Legislation Text

File #: 2025-1504

Agenda Item #: 9a.

Submitted By: Emily W. Johnson, AICP

Presentation By: Jeff Shrum

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Request to postpone to the July 15, 2025 City Council meeting - Adopt Resolution 2025-29 to abrogate a portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 as recorded in Plat Book G, Page 91, of the public records of Marion County, Florida (Parcels 2735-0006-017 & 2735-009-002) (Case ABR23-45418) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

- Petitioner/Property Owner: NSC Silver Springs LLC

Petition Key Points:

The applicant is requesting this abrogation as part of a proposed planned development (PD) project that includes swapping property with the adjoining property to the west. This petition is necessary to provide the applicant design options for the site while maintaining the opportunity to provide cross-access to the properties to the west. Specifically, **Abrogation (ABR23-45418)** requests to abrogate a portion of NE 47th Court, a 50-foot-wide unimproved right-of-way located between Parcels 2735-009-002 and 2735-006-017.

- The conceptual PD Plan reflects the access connection shifted slightly south from NE 47th Court to a proposed road bisecting PID 2735-006-017, providing for continued connectivity and cross-access between NE 49th Avenue and NE 46th Avenue.

Summary Petitioners Request and Concurrent Applications:

The applicant is working with an adjoining commercial property owner to exchange portions of their respective properties, creating parcels that are more conducive to future development. The applicant is proposing to swap

a rear portion of the subject property with the westerly adjoining commercial property to obtain more commercial frontage along a major arterial roadway. The rear portion is proposed to be further developed as parking infrastructure to support the existing commercial use. The two property owners have arranged a mutually beneficial agreement to transfer property between their respective developments. As a result, there are six proposed petitions to facilitate their future development intentions, which include the exchange of portions of their properties. The other five concurrent petitions are as follows:

- **Chapter 163 Development Agreement (DMA23-45430)** has been submitted to amend the agreement and memorialize a land swap between the two property owners. The amendment would:
 - Remove a 0.46-acre portion of property (Parcel 27028-004-03) from the terms and conditions of the agreement.
 - Add a 0.59-acre portion of property (Parcel 2735-000-002) to the agreement, subject to the terms and conditions set forth therein.
 - Revise language pertaining to the allowance of cross-access between the development and neighboring properties.
 - No other modifications are proposed to the agreement.
- **Future Land Use Map Amendment (LUC23-45427)** requests to change the future land use designation of Parcels 2735-009-002 and 2735-006-017 from Neighborhood to Low Intensity.
 - Provides for a consistent land use category to promote a unified development plan.
- **Rezoning to B-2 (ZON23-45419)** has been submitted to rezone a 0.59-acre portion of PID 2735-000-002 from PD, Planned Development, to B-2, Community Business. The rezoning memorializes a land swap agreement between two property owners and adjusts the zoning delineation between their properties.
- **Rezoning to Planned Development (PD23-45431)** requests to include a 0.46-acre portion of parcel 27028-004-03 and include parcels 2735-009-002 and 2735-006-017 along with the proposed abrogated right-of-way between the two aforementioned parcels, allowing development of a mixed-use subdivision, containing both commercial and residential uses.
 - The majority of the subject properties remain vacant and undeveloped, except Parcel 2735-009-001 (0.41 acres), which was developed with an existing business and professional office in 1963. City records indicate that a business tax receipt has not been active on the property since 2023.
 - The proposed PD Plan and Standards Book would replace the conceptual plan approved by Resolution 2016-4 for 13,600 square feet of retail and 25,000 square feet. of office uses (PUD14-0002, Avatar Properties).
- **Resolution PD Plan and Standards Book (RES2025-XX)** depicts development in two phases: a commercial development tract containing approximately 4.17 acres and a residential development tract containing approximately 2.66 acres.
 - Commercial uses are proposed to include all uses permitted by right and by special exception in the B-2, Community Commercial, zoning District, with the exception of car washes. The maximum Floor Area Ratio (FAR) consistent with the future land use category is 0.75, which allows for a maximum of

136,233 square feet.

- Residential uses include single-family detached, single-family attached (townhome), and multi-family dwellings. The minimum allowed density consistent with the future land use category is three dwelling units per acre, which requires seven dwelling units. The maximum allowed density consistent with the future land use category is 18 dwelling units per acre, which allows for up to 47 dwelling units.
- Twenty-five percent of the gross acreage will be preserved as open space, and 10 percent will be preserved as aggregate open space.
- A 40-foot-wide natural buffer is depicted along the southern property line between the proposed residential development tract and the existing single-family residential subdivision, and a 25-foot-wide natural buffer is depicted between the eastern entrance roadway and said existing single-family residential subdivision.

Planning and Zoning Commission:

Staff presented the abrogation to the Planning and Zoning Commission at the meeting on May 12, 2025. During the presentation, staff identified that the language in the resolution needed to be modified to address the location of the reserved easement adequately. This issue has been addressed, and the resolution has been updated. The commission voted five to zero to recommend approval, with the condition that the easement language be fixed before presentation to the city council.

FINDINGS AND CONCLUSIONS:

- A portion of an existing storm pipe may reside within the proposed abrogated right-of-way.
- Connectivity and cross-access between NE 49th Avenue and NE 46th Avenue would still be provided via a new roadway proposed by PD23-45431.

Staff recommends approval with the following conditions:

1. An alternate cross access between NE 49th Avenue and NE 46th Avenue shall be provided, consistent with the corresponding PD Plan.
2. Utility easements for the existing storm pipe, located parallel to the right-of-way of NE 49th Avenue, shall be provided.
3. The City Surveying Department shall approve the final legal description.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The resolution is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with amendments
- Deny
- Table

RESOLUTION 2025-29

A RESOLUTION APPROVING THE ABROGATION AND VACATION OF A PORTION OF NE 47TH COURT BETWEEN BLOCK I, LOT 2 AND BLOCK F, LOT 17 OF GLYNNWOOD UNIT 1 AS RECORDED IN PLAT BOOK G, PAGE 91, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

WHEREAS, an application has heretofore been made by NSC Silver Springs LLC for the abrogation and vacation of the right-of-way, lying between a portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 as recorded in Plat Book G, Page 91 of the Public Records of Marion County, in Ocala, Marion County, Florida as hereinafter more particularly described; and

WHEREAS, the City of Ocala is the owner of the right-of-way described above; and

WHEREAS, subsequent to said application a public hearing was held after due notice as provided by law, and

WHEREAS, comments regarding the effects of such a vacation on the public facilities of the City have been requested from appropriate city departments and private utilities; and

WHEREAS, all utilities were contacted and responded with no objection to the requested abrogation and vacation, with the exception of Stormwater Engineering; and

WHEREAS, the City is requesting reservation of a utility easement for access to a stormwater pipe within the right-of-way of NE 49th Avenue; and

WHEREAS, on May 12, 2025, the Ocala Planning and Zoning Commission in regular session recommended _____ of the abrogation and vacation of the portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 as recorded in Plat Book G, Page 91.

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

1. That the portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 as recorded in Plat Book G, Page 91, of the public records of Marion County, Florida, is hereby abrogated and vacated; being more particularly described as follows:

A PARCEL OF LAND LYING IN THE N.W. 1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ALSO BEING A PORTION OF N.E. 47TH COURT, BEING A FIFTY FOOT RIGHT OF WAY, AS SHOWN ON THE PLAT OF GLYNNWOOD UNIT 1, AS RECORDED IN PLAT BOOK G, PAGE 91, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 17, BLOCK F OF SAID GLYNNWOOD UNIT 1; THENCE ALONG THE WESTERLY BOUNDARY OF SAID GLYNNWOOD UNIT 1, N.35°

58'58"W., A DISTANCE OF 50.07 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID N.E. 47TH COURT; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG SAID NORTHERLY RIGHT OF WAY LINE, N.54°00'20"E., A DISTANCE OF 130.02 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 31.36 FEET, A CENTRAL ANGLE OF 105°47'06" AND A CHORD BEARING AND DISTANCE OF N.00°58'19"E., 50.02 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 57.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.E. 49TH AVENUE, BEING A RIGHT OF WAY WIDTH THAT VARIES, SAID POINT ALSO BEING A POINT OF CUSP ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 121.25 FEET, A CENTRAL ANGLE OF 32°04'45" AND A CHORD BEARING AND DISTANCE OF S.52°04'45"E., 67.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 67.89 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE, S.36°02'23"E., A DISTANCE OF 50.41 FEET TO A POINT OF CUSP OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89° 49'41" AND A CHORD BEARING AND DISTANCE OF N.81°14'44"W., 35.30 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED N.E. 47TH COURT, A DISTANCE OF 39.19 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.53°58'18"W., A DISTANCE OF 153.64 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.22 ACRES MORE OR LESS.

2. Reserving unto the City of Ocala a perpetual stormwater easement for the construction, operation and maintenance of an existing stormwater pipe, and related facilities (all of which items to be located in the easement area being referred to as the "Facilities") over, under, across and on the portion of the vacated or abrogated land, as described above, contiguous to or within the right of way of NE 49th Avenue (the "easement area").
 - a. 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 decrease or increase, or to change the quantity and type of, the Facilities; (c) 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 the City, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; (d) the right to permit any other person or entity to attach lines to such Facilities within the easement area; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation and 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 and pavement) 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 Engineering Department and must allow ready access to the City's Facilities.
 - b. Such easement may be modified or released by City without compliance with the provisions of the City Code concerning abrogation and vacation of roads.
3. Nothing set forth in paragraph 1 of this Resolution shall abrogate the street to the extent of the easement

reserved in this paragraph 2.

4. A certified copy of the Resolution shall be recorded by the Clerk of the City of Ocala in the public records of Marion County, Florida.

This resolution adopted this _____ day of _____, 2025.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

RESOLUTION 2025-XX

A RESOLUTION APPROVING THE ABROGATION AND VACATION OF A PORTION OF NE 47TH COURT BETWEEN BLOCK I, LOT 2 AND BLOCK F, LOT 17 OF GLYNNWOOD UNIT 1 AS RECORDED IN PLAT BOOK G, PAGE 91, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

WHEREAS, an application has heretofore been made by NSC Silver Springs LLC for the abrogation and vacation of the right-of-way, lying between a portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 as recorded in Plat Book G, Page 91 of the Public Records of Marion County, in Ocala, Marion County, Florida as hereinafter more particularly described; and

WHEREAS, the City of Ocala is the owner of the right-of-way described above; and

WHEREAS, subsequent to said application a public hearing was held after due notice as provided by law, and

WHEREAS, comments regarding the effects of such a vacation on the public facilities of the City have been requested from appropriate city departments and private utilities; and

WHEREAS, all utilities were contacted and responded with no objection to the requested abrogation and vacation, with the exception of Stormwater Engineering; and

WHEREAS, the City is requesting reservation of a utility easement for access to a stormwater pipe within the right-of-way of NE 49th Avenue; and

WHEREAS, on May 12, 2025, the Ocala Planning and Zoning Commission in regular session recommended _____ of the abrogation and vacation of the portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 as recorded in Plat Book G, Page 91.

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

1. That the portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 as recorded in Plat Book G, Page 91, of the public records of Marion County, Florida; being more particularly described as follows:

~~[PENDING FINAL LEGAL DESCRIPTION APPROVAL FROM SURVEY DEPT]~~

A PARCEL OF LAND LYING IN THE N.W. 1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ALSO BEING A PORTION OF N.E. 47TH COURT, BEING A FIFTY FOOT RIGHT OF WAY, AS SHOWN ON THE PLAT OF GLYNNWOOD UNIT 1, AS RECORDED IN PLAT BOOK G, PAGE 91, OF THE

PUBLIC RECORDS OF MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 17, BLOCK F OF SAID GLYNNWOOD UNIT 1; THENCE ALONG THE WESTERLY BOUNDARY OF SAID GLYNNWOOD UNIT 1, N.35°58'58"W., A DISTANCE OF 50.07 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID N.E. 47TH COURT; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG SAID NORTHERLY RIGHT OF WAY LINE, N.54°00'20"E., A DISTANCE OF 130.02 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 31.36 FEET, A CENTRAL ANGLE OF 105°47'06" AND A CHORD BEARING AND DISTANCE OF N.00°58'19"E., 50.02 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 57.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.E. 49TH AVENUE, BEING A FIFTY FOOT RIGHT OF WAY, SAID POINT ALSO BEING A POINT OF CUSP ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 124.24 FEET, A CENTRAL ANGLE OF 34°54'57" AND A CHORD BEARING AND DISTANCE OF S.50°25'07"E., 74.55 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 75.71 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE, S.36°02'23"E., A DISTANCE OF 42.60 FEET TO A POINT OF CUSP OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°49'41" AND A CHORD BEARING AND DISTANCE OF N.81°14'44"W., 35.30 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED N.E. 47TH COURT, A DISTANCE OF 39.19 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.53°58'18"W., A DISTANCE OF 153.64 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.22 ACRES MORE OR LESS.

2. Reserving unto the City of Ocala a perpetual stormwater easement for the construction, operation and maintenance of utilities an existing stormwater pipe, and related facilities including, without limitation, above-ground and underground water, sanitary sewer, storm water, cables, gas phone, internet and electric transmission or distribution lines and systems (all of which items to be located in the easement area being referred to as the "facilitiesFacilities") over, under, across and on the portion of the vacated or abrogated land, as described herein above, contiguous to or within the right of way of NE 49th Avenue (the "easement area").
 - a. 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 facilitiesFacilities; (b) the right to decrease or increase, or to change the quantity and type of, the facilitiesFacilities; (c) 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 the City ~~(or of the~~

~~Provider that owns the affected facilities~~), endanger or interfere with the safe and efficient installation, operation, or maintenance of the ~~facilities~~Facilities; (d) the right to permit any other person or entity to attach lines to such ~~facilities~~Facilities within the easement area; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation and maintenance of the ~~facilities~~Facilities and for the enjoyment and use of such easement for the purposes described above. No buildings, structures, or obstacles (except fences and pavement) 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 Engineering Department and must allow ready access to the City's ~~facilities~~Facilities.

- b. Such easement may be modified or released by City without compliance with the provisions of the City Code concerning abrogation and vacation of roads.
- 3. Nothing set forth in paragraph 1 of this Resolution shall abrogate the street to the extent of the easement reserved in this paragraph 2.
- 4. A certified copy of the Resolution shall be recorded by the Clerk of the City of Ocala in the public records of Marion County, Florida.

This resolution adopted this _____ day of _____, 2025.

ATTEST:

CITY OF OCALA

By: _____
Angel B. Jacobs
City Clerk

By: _____
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney



Applicant/Property Owner: NSC Silver Springs LLC
Project Planner: Emily W. Johnson, AICP
Applicant Request: A request to abrogate a portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 as recorded in Plat Book G, Page 91, of the public records of Marion County, Florida.
Zoning District: R-1, Single-Family Residential
Future Land Use: Neighborhood
Associated Applications: LUC23-45427, PD23-45431
Parcel Information
Acres: ±0.22 acres
Parcel#: 2735-0006-017 & 2735-009-002
Location: Approximately 256 feet south of the intersection of E Silver Springs Boulevard and NE 49th Avenue
Existing use: Unimproved right-of-way
Overlay(s): N/A

Figure 1. Aerial Location Map



Adjacent Property Information

| Direction | Future Land Use | Zoning District | Current Use |
|------------------|----------------------------|---|--|
| North | Neighborhood | PD, Planned Development | Undeveloped commercial |
| East | Low Intensity Neighborhood | B-2, Community Business R-1, Single-Family Residential | Drive-through fast food restaurant (Arby’s) and undeveloped parcel identified as part of the Chapter 163 Agreement for the Alderbrook development, adjacent to NE 49 th Ave |
| South | Neighborhood | R-1, Single-Family Residential | Undeveloped residential |
| West | Low Intensity | PD, Planned Development | Undeveloped commercial |

Applicant Request

The applicant is requesting to abrogate a 50-foot-wide right-of-way, lying south of and adjacent to Block I, Lot 2 (PID 2735-009-002), and north of and adjacent to Block F, Lot 17 (PID 2735-006-017) of the Glynnwood Unit 1 Plat, recorded in Plat Book G, Page 91, within the public records of Marion County, Florida.

The applicant intends to incorporate the right-of-way area into the Planned Development proposed by concurrent application PD23-45431 and shift the NE 49th Avenue access connection slightly south.

Background

The subject 50-foot-wide right-of-way is depicted on the recorded plat of Glynnwood Unit 1 (PB G, Page 91) as NE 47th Court. NE 47th Court was identified as part of a conceptual PD Plan for Avatar Properties (PUD14-0002 approved by Resolution 2016-4), providing access between the planned development and NE 49th Avenue.

The conceptual PD Plan submitted with a concurrent application (PD23-45431) reflects the PD access relocated from NE 47th Court to a proposed road bisecting PID 2735-006-017. Additionally, the PD Plan reflects that an east-west cross access between NE 49th Avenue and NE 46th Avenue would still be provided. It is noted that this cross-access movement would capture internal trips between the neighboring residential subdivision (Glynnwood Unit 1), the Planned Development, and the shopping center development to the west.

Staff Analysis

The potential abrogation of NE 47th Court will not negatively impact any adjacent properties; the applicant, NSC Silver Springs LLC, owns both properties on either side of the right-of-way. If approved, the applicant will become responsible for the maintenance of this strip of land and must provide alternate access to NE 49th Avenue, consistent with the corresponding PD Plan. FDOT has indicated they are in support of the provision of cross access between NE 49th Avenue and NE 46th Avenue, to relieve traffic congestion associated with movement along E Silver Springs Boulevard.

Utility Responses

The utility responses are summarized as follows:

| <i>Utility</i> | <i>Date</i> | <i>Response</i> |
|---|-------------|---|
| CenturyLink/Lumen: Jerry Peacock | 4/27/2025 | No objection. |
| Cox Communications: Paul Christopher | | Sent for review on 3/17/2025. No response received. |
| Electric (OEU): Donnie Fales | 4/28/2025 | No objection. |
| Fiber: William Weakland | 4/28/2025 | No objection. |
| Public Works: Darren Park | 3/17/2025 | No objection. |
| TECO: Landon Meahl | 3/17/2025 | No facilities in the highlighted area and no objection. |
| SECO Idalia Butler | 4/3/2025 | The area is not within SECO territory. No objection. |
| Transportation Engineering: Noel Cooper | 4/28/2025 | No objections to requested abrogation, a FDOT permit will be required for the proposed SR 40 access. |
| Water Resources: Richard Ragosta | 3/18/2025 | Water resources engineering has no objections. The utilities infrastructure falls within the right-of-way of NE 49 th Avenue. |
| Stormwater Engineering: Payal Panda | 4/28/2025 | There is an existing storm pipe, which could be within NE 49 th Ave right of way. This pipe is taking runoff from ditch on NE 49 th Ave. Just make sure this pipe is in City's right of way. |
| Surveying R. Kelly Roberts | 4/30/2025 | A minor revision to the legal description is necessary to create a tangent condition with no portion of what will become the remaining right-of-way of N.E. 49 th Avenue to be less than the minimum width of 50 feet. |
| Commercial Sanitation: Cloretha McReynolds | 3/17/2025 | No objection (sent by Darren Park). |

Staff Findings and Recommendation

- There are no known utilities located within the subject right-of-way.
- Connectivity and cross access between NE 49th Avenue and NE 46th Avenue would still be provided via a new roadway proposed by PD23-45431.

Staff recommends approval of the request to abrogate a portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 as recorded in Plat Book G, Page 91, of the public records of Marion County, Florida, with the following conditions:

1. An alternate cross access between NE 49th Avenue and NE 46th Avenue shall be provided, consistent with the corresponding PD Plan.
2. Utility easements for the existing storm pipe, located parallel to the right-of-way of NE 49th Ave shall be provided.

3. The final legal description shall be approved by the City Surveying department.

Staff Recommendation: *Approval of ABR23-45418, subject to conditions.*

Emily W. Johnson

From: Darren Park
Sent: Monday, March 17, 2025 10:34 AM
To: Emily W. Johnson
Cc: Dwayne Drake; Tom Casey; Danielle Phillips; Tiffany Stewart; Cloretha McReynolds
Subject: RE: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION
Attachments: ROAD ABROGATION APPLICATION - NSC SILVER SPRINGS.PDF; LEGAL DESCRIPTION AS PER THE PLAT.DOCX; GLYNNWOOD PLAT UNIT 1.PDF

Emily,

Public Works has no objections to this request. **See below.**

Please include the following Public Works personnel on future abrogation requests.

Clo McReynolds
Tiffany Stewart
Darren Park (included in your original email)
Dwayne Drake
Danielle Phillips
Tom Casey

Thank you,

Darren

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Monday, March 17, 2025 9:44 AM
To: Darren Park <DPark@ocalafl.gov>; Donnie Fales <DFales@Ocalafl.gov>; Duke Energy <TaxTeam@duke-energy.com>; Idalia Butler - SECO <idalia.butler@secoenergy.com>; John Wolski - Charter / Spectrum <john.wolski@charter.com>; Kelly Roberts <rroberts@ocalafl.gov>; Landon Meahl - TECO <lmeahl@tecoenergy.com>; Noel J. Cooper <NCooper@ocalafl.gov>; Owen Hurley - CenturyLink / Lumen <owen.hurley@lumen.com>; Paul Christopher - Cox Communications <Paul.Christopher@cox.com>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>
Subject: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

Good morning,

The City of Ocala has received a request to abrogate the portion of NE 7th Court located between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 (PB G Pg 91). Attached is the application and legal description for the abrogation request; at your earliest convenience, please identify the following:

- The existence of any utility lines at this location **None**
- Any anticipated future need for use of the subject area **None**
- Any objections to the abrogation request **None**

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or “reply all” by close of business on **March 31, 2025**.

Thank you,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



From: [Donnie Fales](#)
To: [Emily W. Johnson](#)
Subject: FW: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION
Date: Monday, April 28, 2025 2:53:06 PM
Attachments: [ROAD ABROGATION APPLICATION - NSC SILVER SPRINGS.PDF](#)
[image001.png](#)
[GLYNNWOOD PLAT UNIT 1.PDF](#)
[20054 SK NE 47TH COURT REVISED .pdf](#)

Emily,
Ocala Electric Utility has no objections to the abrogation.

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Monday, April 28, 2025 2:45 PM
To: Donnie Fales <DFales@Ocalafl.gov>
Subject: FW: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

Good afternoon Donnie,

I was looking over the responses to this and realized that we never received any confirmation from OEU. Do you have any objections to the request?

Best regards,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



From: Emily W. Johnson
Sent: Monday, March 17, 2025 9:44 AM
To: Darren Park <DPark@ocalafl.gov>; Donnie Fales <DFales@Ocalafl.gov>; Duke Energy <TaxTeam@duke-energy.com>; Idalia Butler - SECO <idalia.butler@secoenergy.com>; John Wolski - Charter / Spectrum <john.wolski@charter.com>; Kelly Roberts <rroberts@ocalafl.gov>; Landon Meahl - TECO <lmeahl@tecoenergy.com>; Noel J. Cooper <NCooper@ocalafl.gov>; Owen Hurley - CenturyLink / Lumen <owen.hurley@lumen.com>; Paul Christopher - Cox Communications <Paul.Christopher@cox.com>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>; Janiece

Lucky <jlucky@ocalafl.gov>

Subject: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

Good morning,

The City of Ocala has received a request to abrogate the portion of NE 7th Court located between Block I, Lot 2 and Block F, Lot 17 of Glynwood Unit 1 (PB G Pg 91). Attached is the application and legal description for the abrogation request; at your earliest convenience, please identify the following:

- The existence of any utility lines at this location
- Any anticipated future need for use of the subject area
- Any objections to the abrogation request

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or “reply all” by close of business on **March 31, 2025**.

Thank you,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



Emily W. Johnson

From: Leachman, Dwayne D <Dwayne.Leachman@charter.com>
Sent: Monday, March 17, 2025 10:23 AM
To: Emily W. Johnson
Subject: RE: [EXTERNAL] Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We do not have any facilities in the area and we have no objections. I would check with Cox Cable as they have facilities all over the city of Ocala. Thanks



Dwayne Leachman | Construction Supervisor Citrus and Marion Counties | 407-532-8510
10357 US. Hwy. 441 | Belleview, FL. 34420 | 2850 S. Lecanto Hwy. | Lecanto, FL. 34461

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Monday, March 17, 2025 10:18 AM
To: Leachman, Dwayne D <Dwayne.Leachman@charter.com>
Subject: RE: [EXTERNAL] Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Hi Dwayne,

The right-of-way is located between Parcel ID 2735-009-002 and 2735-006-017.

Thank you,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



From: Leachman, Dwayne D <Dwayne.Leachman@charter.com>
Sent: Monday, March 17, 2025 10:13 AM

To: Emily W. Johnson <ewjohnson@ocalafl.gov>

Subject: FW: [EXTERNAL] Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Do you have a parcel number adjacent to this as I am not seeing the exact location in Marion County Property Appraisers? Thanks



Dwayne Leachman | Construction Supervisor Citrus and Marion Counties | 407-532-8510
10357 US. Hwy. 441 | Belleview, FL. 34420 | 2850 S. Lecanto Hwy. | Lecanto, FL. 34461

From: Wolski, John <john.wolski@charter.com>

Sent: Monday, March 17, 2025 10:01 AM

To: Leachman, Dwayne D <Dwayne.Leachman@charter.com>

Subject: FW: [EXTERNAL] Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION



John Wolski | Construction Supervisor | 352-266-1106
602 East State Road 50 Suite A | Clermont, FL 34711

From: Emily W. Johnson <ewjohnson@ocalafl.gov>

Sent: Monday, March 17, 2025 9:44 AM

To: Darren Park <DPark@ocalafl.gov>; Donnie Fales <DFales@Ocalafl.gov>; Duke Energy <TaxTeam@duke-energy.com>; Idalia Butler - SECO <idalia.butler@secoenergy.com>; Wolski, John <john.wolski@charter.com>; Kelly Roberts <rroberts@ocalafl.gov>; Landon Meahl - TECO <lmeahl@tecoenergy.com>; Noel J. Cooper <NCooper@ocalafl.gov>; Owen Hurley - CenturyLink / Lumen <owen.hurley@lumen.com>; Paul Christopher - Cox Communications <Paul.Christopher@cox.com>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>

Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>

Subject: [EXTERNAL] Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Good morning,

The City of Ocala has received a request to abrogate the portion of NE 7th Court located between Block I, Lot 2 and Block F, Lot 17 of Glynwood Unit 1 (PB G Pg 91). Attached is the application and legal description for the abrogation request; at your earliest convenience, please identify the following:

- The existence of any utility lines at this location
- Any anticipated future need for use of the subject area
- Any objections to the abrogation request

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or “reply all” by close of business on **March 31, 2025**.

Thank you,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



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The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

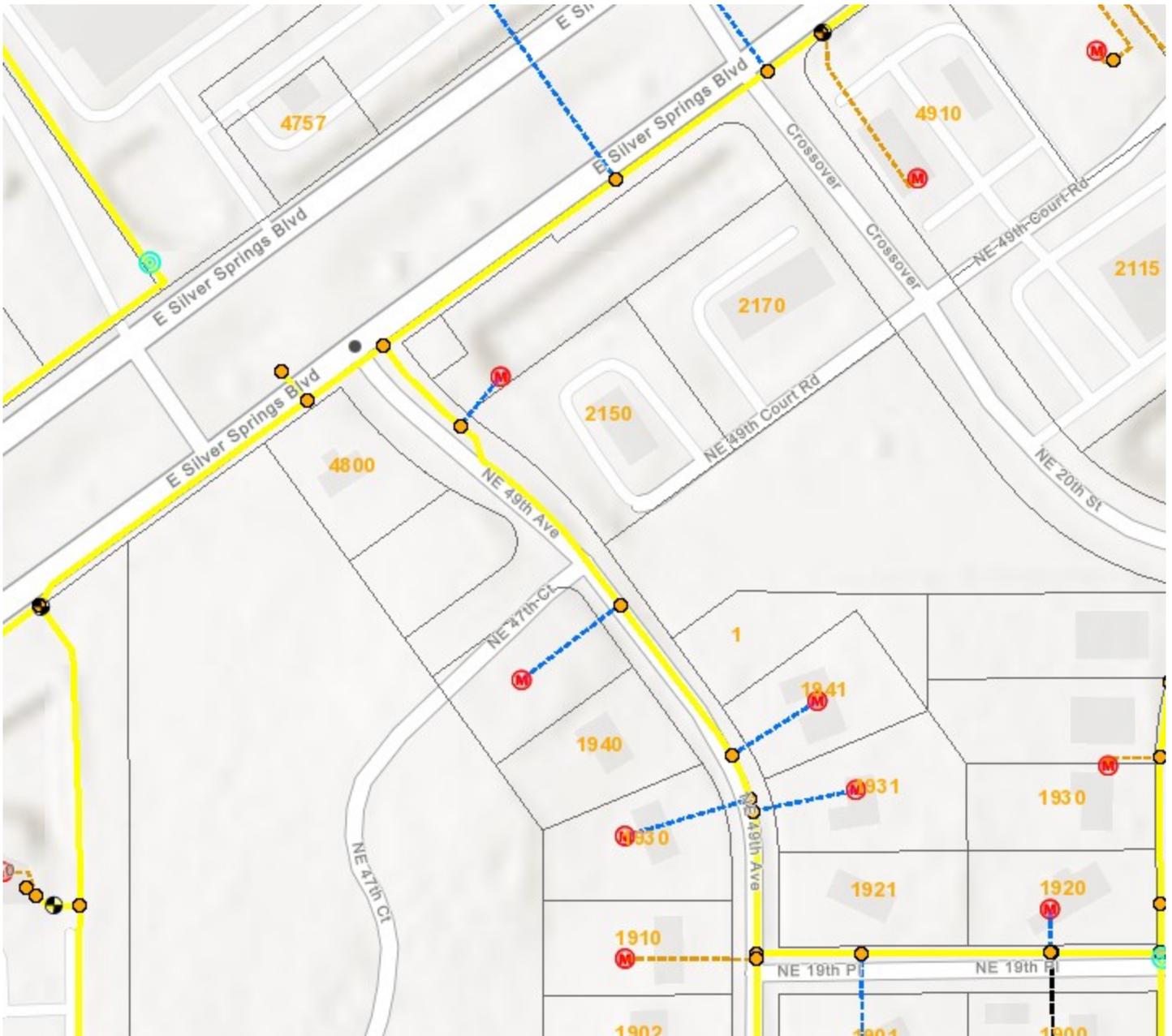
Emily W. Johnson

From: Meahl, Landon <LMeahl@tecoenergy.com>
Sent: Monday, March 17, 2025 10:16 AM
To: Emily W. Johnson
Subject: RE: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Emily,

TECO PGS does not have any facilities on the highlighted section of NE 47th Ct in question. See attached GIS excerpt below. Please feel free to reach out with any questions.



Thank you,

Landon Meahl | Gas Design Technician | Engineering Services
407.408.5566 | 316 SW 33rd Ave | Ocala, FL 34474
lmeahl@tecoenergy.com



From: Emily W. Johnson <ewjohnson@ocalafl.gov>

Sent: Monday, March 17, 2025 9:44 AM

To: Darren Park <DPark@ocalafl.gov>; Donnie Fales <DFales@Ocalafl.gov>; Duke Energy <TaxTeam@duke-energy.com>;
Idalia Butler - SECO <idalia.butler@secoenergy.com>; John Wolski - Charter / Spectrum <john.wolski@charter.com>;
Kelly Roberts <rroberts@ocalafl.gov>; Meahl, Landon <LMeahl@tecoenergy.com>; Noel J. Cooper

<NCooper@ocalafl.gov>; Owen Hurley - CenturyLink / Lumen <owen.hurley@lumen.com>; Paul Christopher - Cox Communications <Paul.Christopher@cox.com>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>
Subject: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

***** CAUTION! EXTERNAL SENDER *** STOP. EXAMINE. VERIFY!! Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? To report a suspicious email, use the Forward to Phishing button or forward the email to phishing@tecoenergy.com. Do not click links, open attachments, or enter your ID or password.**

Good morning,

The City of Ocala has received a request to abrogate the portion of NE 7th Court located between Block I, Lot 2 and Block F, Lot 17 of Glynwood Unit 1 (PB G Pg 91). Attached is the application and legal description for the abrogation request; at your earliest convenience, please identify the following:

- The existence of any utility lines at this location
- Any anticipated future need for use of the subject area
- Any objections to the abrogation request

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or “reply all” by close of business on **March 31, 2025**.

Thank you,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



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From: [Payal Pandya](#)
To: [Emily W. Johnson](#)
Subject: RE: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION
Date: Monday, April 28, 2025 3:28:34 PM
Attachments: [image001.png](#)
[image002.png](#)

Emily,

There is an existing storm pipe, which could be within NE 49th Ave right of way. This pipe is taking runoff from ditch on NE 49th Ave. Just make sure this pipe is in City's right of way.



Please let me know if you have any questions.

Thank you,

Payal Pandya, P.E., CFM

Stormwater Engineer
Engineering and Water Resources Department

City of Ocala, FL

Phone: (352) 351-6733

Fax: (352) 351-6731

ppandya@ocalafl.gov

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Monday, April 28, 2025 2:56 PM
To: Payal Pandya <PPandya@ocalafl.gov>
Subject: FW: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

Good afternoon Payal,

I was looking over the responses to this and realized that we never received any confirmation from stormwater. Do you have any objections to the request?

Best regards,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



From: Emily W. Johnson
Sent: Monday, March 17, 2025 9:44 AM
To: Darren Park <DPark@ocalafl.gov>; Donnie Fales <DFales@Ocalafl.gov>; Duke Energy <TaxTeam@duke-energy.com>; Idalia Butler - SECO <idalia.butler@secoenergy.com>; John Wolski - Charter / Spectrum <john.wolski@charter.com>; Kelly Roberts <rroberts@ocalafl.gov>; Landon Meahl - TECO <lmeahl@tecoenergy.com>; Noel J. Cooper <NCooper@ocalafl.gov>; Owen Hurley - CenturyLink / Lumen <owen.hurley@lumen.com>; Paul Christopher - Cox Communications <Paul.Christopher@cox.com>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>
Subject: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

Good morning,

The City of Ocala has received a request to abrogate the portion of NE 7th Court located between Block I, Lot 2 and Block F, Lot 17 of Glynwood Unit 1 (PB G Pg 91). Attached is the application and legal description for the abrogation request; at your earliest convenience, please identify the following:

- The existence of any utility lines at this location
- Any anticipated future need for use of the subject area
- Any objections to the abrogation request

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or “reply all” by close of business on **March 31, 2025**.

Thank you,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



From: [Butler, Idalia](#)
To: [Emily W. Johnson](#)
Subject: RE: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION
Date: Thursday, April 3, 2025 7:15:55 AM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

This area is not within SECO Energy service territory.

Thank you,

Idalia Butler | Geospatial Services Specialist | E: idalia.butler@secoenergy.com | O: 352-569-9671

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Monday, March 17, 2025 9:44 AM
To: Darren Park <DPark@ocalafl.gov>; Donnie Fales <DFales@Ocalafl.gov>; Duke Energy <TaxTeam@duke-energy.com>; Butler, Idalia <idalia.butler@secoenergy.com>; John Wolski - Charter / Spectrum <john.wolski@charter.com>; Kelly Roberts <rroberts@ocalafl.gov>; Landon Meahl - TECO <lmeahl@tecoenergy.com>; Noel J. Cooper <NCooper@ocalafl.gov>; Owen Hurley - CenturyLink / Lumen <owen.hurley@lumen.com>; Paul Christopher - Cox Communications <Paul.Christopher@cox.com>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>
Subject: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

CAUTION: This email originated from outside SECO Energy. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning,

The City of Ocala has received a request to abrogate the portion of NE 7th Court located between Block I, Lot 2 and Block F, Lot 17 of Glynwood Unit 1 (PB G Pg 91). Attached is the application and legal description for the abrogation request; at your earliest convenience, please identify the following:

- The existence of any utility lines at this location
- Any anticipated future need for use of the subject area

- Any objections to the abrogation request

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or “reply all” by close of business on **March 31, 2025**.

Thank you,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



From: [Noel J. Cooper](#)
To: [Emily W. Johnson](#)
Subject: RE: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION
Date: Monday, April 28, 2025 5:41:05 PM
Attachments: [image002.png](#)
[image003.png](#)

Emily,
No objections to requested abrogation, a FDOT permit will be required for the proposed SR 40 access.

Thank you.

Noel Cooper, P.E., PTOE, PTP
Deputy City Engineer
1805 NE 30th Ave, Bldg 300
Ocala, FL 34470
352-351-6708 (p)



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

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Monday, April 28, 2025 2:52 PM
To: Noel J. Cooper <NCooper@ocalafl.gov>
Subject: RE: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

Hi Noel,

I just wanted to follow up since I never received a confirmation – do you have any objections to the request?

The applicant provided a corrected legal description and survey (attached).

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



From: Noel J. Cooper <NCooper@ocalafl.gov>
Sent: Thursday, March 27, 2025 8:56 AM
To: Emily W. Johnson <ewjohnson@ocalafl.gov>
Subject: RE: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

Thank you.

Noel Cooper, P.E., PTOE, PTP
Deputy City Engineer
1805 NE 30th Ave, Bldg 300
Ocala, FL 34470
352-351-6708 (p)



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

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Thursday, March 27, 2025 8:55 AM
To: Noel J. Cooper <NCooper@ocalafl.gov>
Subject: RE: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

Good morning Noel,

I have attached a copy of the conceptual PD Plan for NSC Silver Springs (PD23-45431); which is associated with this abrogation and would be going to City Council concurrently. The location of the proposed new right-of-way is shown just south of the existing ROW.

Best regards,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



From: Emily W. Johnson
Sent: Monday, March 17, 2025 9:44 AM
To: Darren Park <DPark@ocalafl.gov>; Donnie Fales <DFales@Ocalafl.gov>; Duke Energy <TaxTeam@duke-energy.com>; Idalia Butler - SECO <idalia.butler@secoenergy.com>; John Wolski - Charter / Spectrum <john.wolski@charter.com>; Kelly Roberts <rroberts@ocalafl.gov>; Landon Meahl - TECO <lmeahl@tecoenergy.com>; Noel J. Cooper <NCooper@ocalafl.gov>; Owen Hurley - CenturyLink / Lumen <owen.hurley@lumen.com>; Paul Christopher - Cox Communications <Paul.Christopher@cox.com>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>
Subject: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

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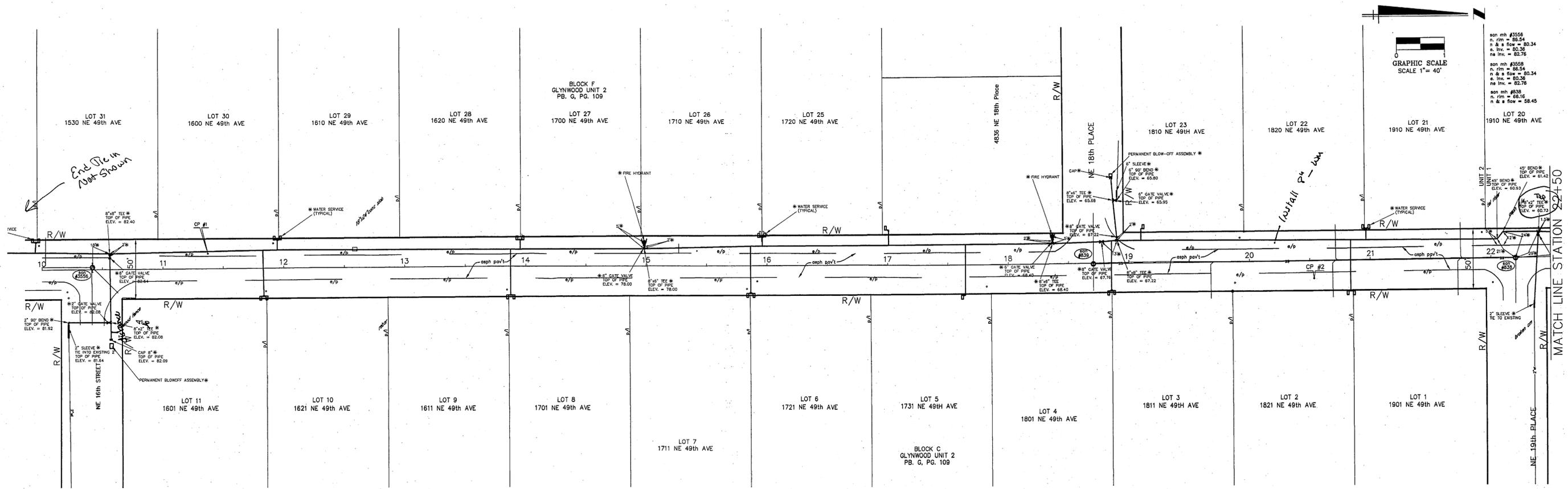
- The existence of any utility lines at this location
- Any anticipated future need for use of the subject area
- Any objections to the abrogation request

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or “reply all” by close of business on **March 31, 2025**.

Thank you,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org

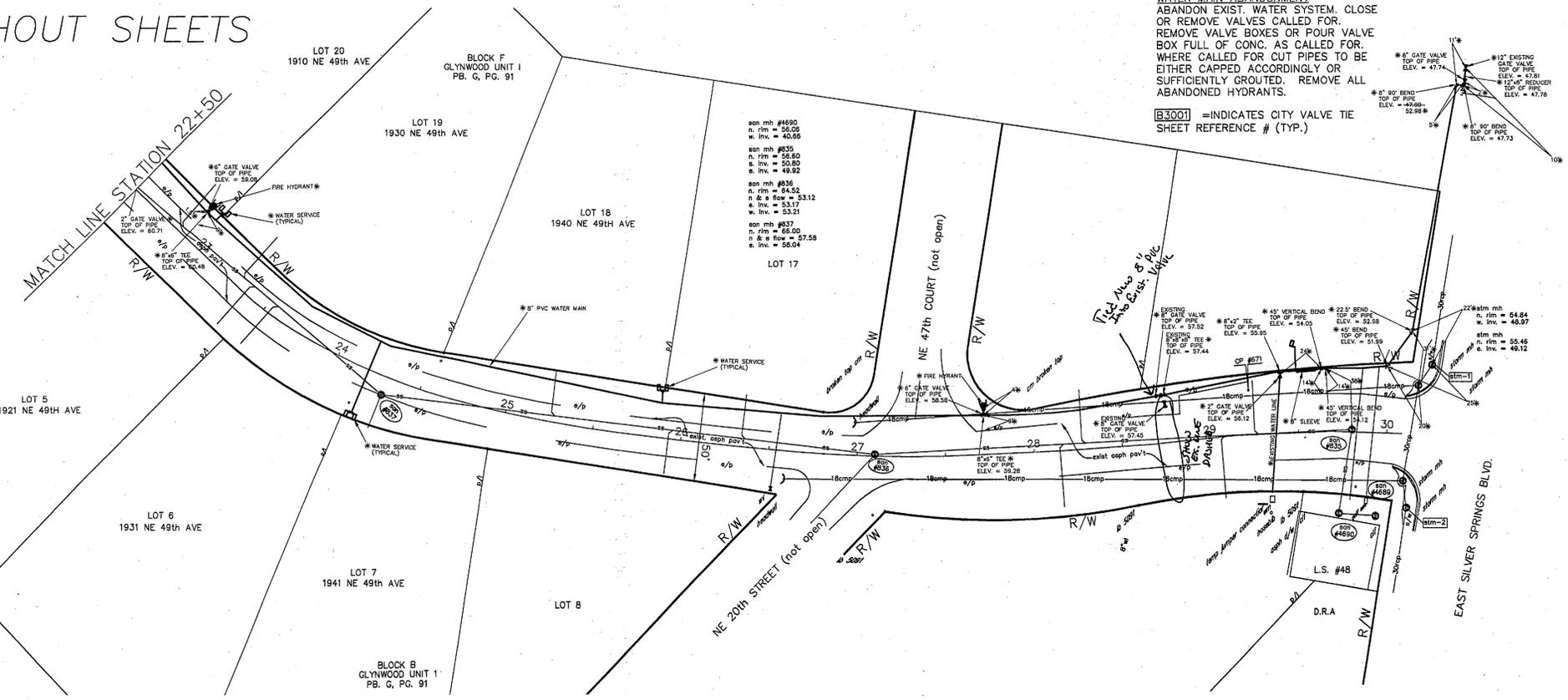




SURVEY NOT VALID WITHOUT SHEETS 1 AND 3 THROUGH 12.

WATER MAIN ABANDONMENT
 ABANDON EXIST. WATER SYSTEM. CLOSE OR REMOVE VALVES CALLED FOR.
 REMOVE VALVE BOXES OR POUR VALVE BOX FULL OF CONC. AS CALLED FOR.
 WHERE CALLED FOR CUT PIPES TO BE EITHER CAPPED ACCORDINGLY OR SUFFICIENTLY GROUTED. REMOVE ALL ABANDONED HYDRANTS.
 [B3001] = INDICATES CITY VALVE TIE SHEET REFERENCE # (TYP.)

* = AS-BUILT



DATUM 1988
 CP #1
 ELEV = 87.04
 SET REBAR AND CAP
 STA. 20+53.57 (~15'R)
 CP #2
 ELEV = 67.42
 SET REBAR AND CAP
 STA. 11+37.43 (12' L)
 CP #671
 ELEV = 67.42
 SET PK & SHINER
 STA. 29+18.43 (~15' L)

| NO. | DATE | REVISIONS | BY |
|-----|------|-----------|----|
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| | |
|------------------|---------------------|
| DRAWN BY: PLB | PROJ.#: 04303C |
| DESIGNED BY: JMG | F.B.#: 520/10-17 |
| HORIZ.: 1"=30' | FILE NO.: PD 1-26 |
| VERT.: N/A | LAST DRAWN: 9-19-07 |

PREPARED BY THE
CITY OF OCALA
 ENGINEERING DEPARTMENT

TRANSITE WATER MAIN REPLACEMENT

PROJECT #4
 NE 49TH AVENUE

EDWARD TAYLOR EARNEST, P.E.
 Registered Engineer No. 45859
 State of Florida, DATE: _____
 Valid Only With Embossed Seal

SHT
 12
 OF
 16

Emily W. Johnson

From: Richard Ragosta
Sent: Tuesday, March 18, 2025 7:29 AM
To: Emily W. Johnson
Cc: Hector Colon
Subject: RE: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION
Attachments: 08703 SH 11.pdf

Good morning,

City water resources engineering has no objections. All our utilities fall on NE 49th Ave. I attached an as built file for reference.

If you have any questions, please feel free to contact me.

Thank you,

Richard Ragosta

Civil Engineer I

City of Ocala Water Resources

1805 NE 30th Avenue, Building 600

Ocala, FL 34470

Office: (352) 351-6793

Cell: (352) 239-4254

rragosta@ocalafl.gov



From: Emily W. Johnson <ewjohnson@ocalafl.gov>

Sent: Monday, March 17, 2025 9:44 AM

To: Darren Park <DPark@ocalafl.gov>; Donnie Fales <DFales@Ocalafl.gov>; Duke Energy <TaxTeam@duke-energy.com>; Idalia Butler - SECO <idalia.butler@secoenergy.com>; John Wolski - Charter / Spectrum <john.wolski@charter.com>; Kelly Roberts <rroberts@ocalafl.gov>; Landon Meahl - TECO <lmeahl@tecoenergy.com>; Noel J. Cooper <NCooper@ocalafl.gov>; Owen Hurley - CenturyLink / Lumen <owen.hurley@lumen.com>; Paul Christopher - Cox Communications <Paul.Christopher@cox.com>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>

Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>

Subject: Review Request | ABR23-45418 NSC SILVER SPRINGS ABROGATION

Good morning,

The City of Ocala has received a request to abrogate the portion of NE 7th Court located between Block I, Lot 2 and Block F, Lot 17 of Glynwood Unit 1 (PB G Pg 91). Attached is the application and legal description for the abrogation request; at your earliest convenience, please identify the following:

- The existence of any utility lines at this location
- Any anticipated future need for use of the subject area
- Any objections to the abrogation request

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or “reply all” by close of business on **March 31, 2025**.

Thank you,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



4/27/2025



Emily W. Johnson

P865317
No Reservations/No Objection

SUBJECT: Vacation request for portion of a platted street right-of-way as shown on the attached exhibit in Marion County, Florida.

To Whom It May Concern:

CenturyLink of Florida, Inc. d/b/a CENTURYLINK ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

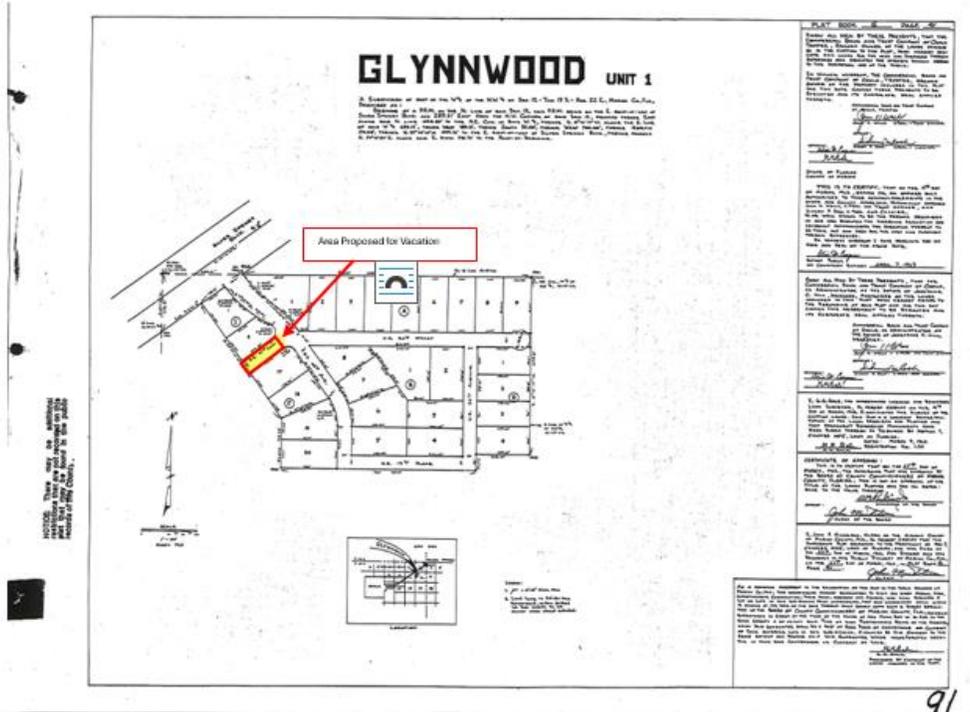
This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you have any questions please contact Jerry Peacock at 850-933-8440 or jerry.a.peacock@lumen.com.

Sincerely yours,

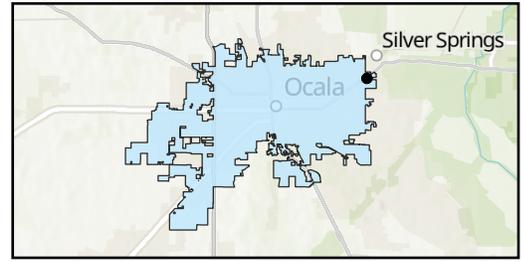
CenturyLink Right of Way Team

Exhibit "A"

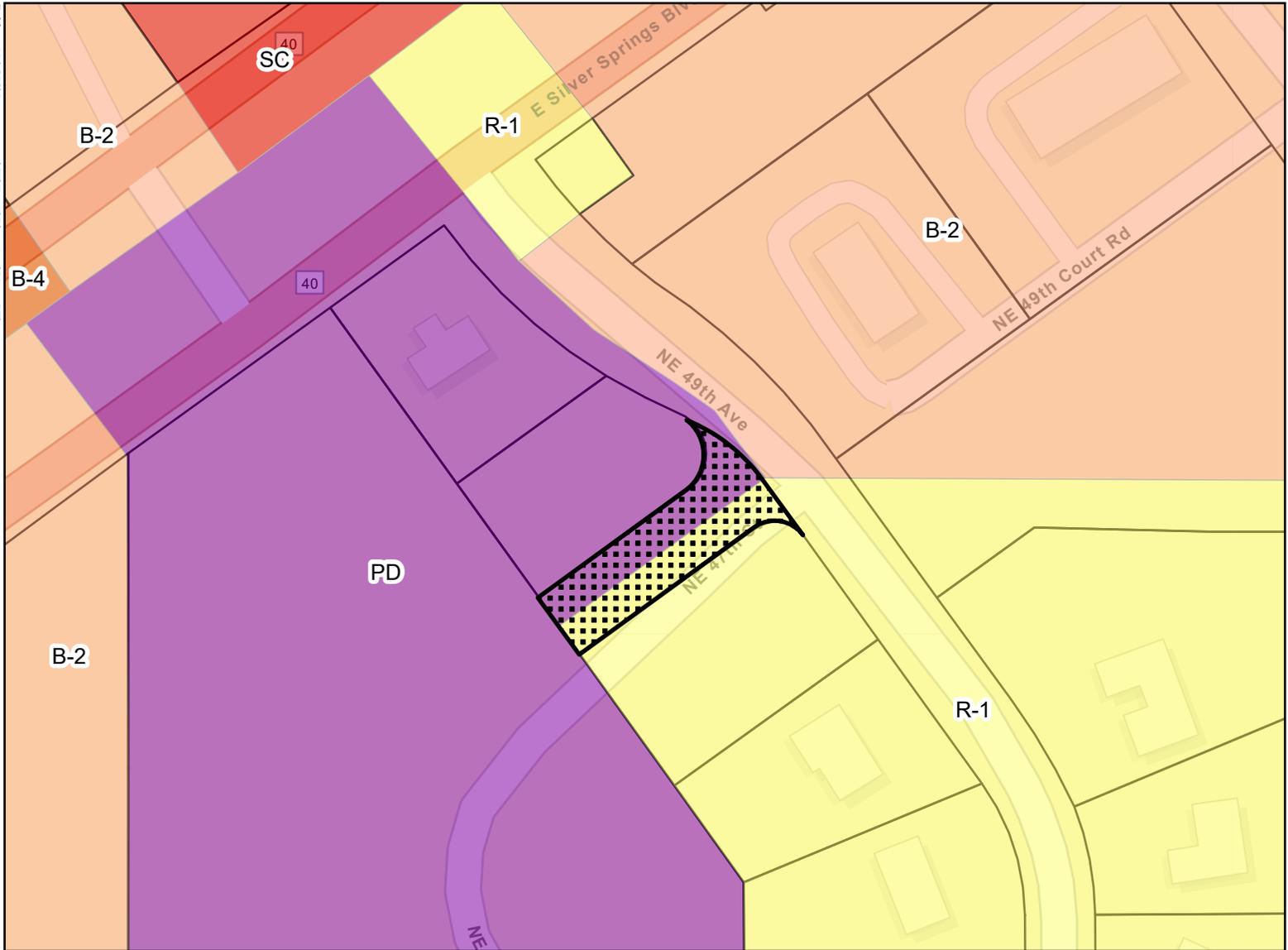


CASE MAP

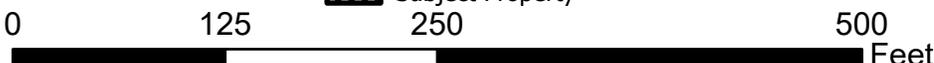
Case Number: ABR23-45418
Parcel: 2735-009-002
Property Size: Approximately 0.22 Acres
Land Use Designation: Neighborhood
Zoning: PD, Planned Development
Proposal: Abrogation of the portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynwood Unit 1 (PB G Pg 91)



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- B-2:Community Business
- B-4:General Business
- Planned Development
- R-1:Single Family Residential
- SC:Shopping Center
- Parcels
- Subject Property



CASE MAP

Case Number: ABR23-45418

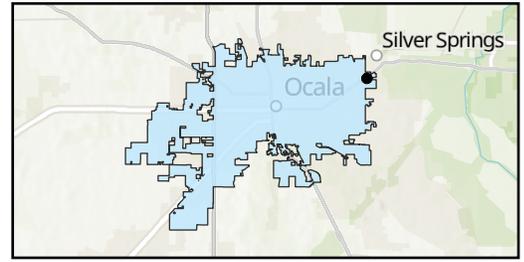
Parcel: 2735-009-002

Property Size: Approximately 0.22 Acres

Land Use Designation: Neighborhood

Zoning: PD, Planned Development

Proposal: Abrogation of the portion of NE 7th Court located between Block I, Lot 2 and Block F, Lot 17 of Glynwood Unit 1 (PB G Pg 91)



Folder: M:\GIS\Department\IT\Team\Planning\May_PZ\

-  Parcels
-  Subject Property





Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1505

Agenda Item #: 9b.

Submitted By: Emily W. Johnson, AICP

Presentation By: Jeff Shrum

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Request to postpone to the July 15, 2025 City Council meeting - Adopt Ordinance 2025-29 to change the Future Land Use designation on approximately 0.78 acres for property located in the 1900 block of NE 49th Avenue (Parcels 2735-006-017 and 2735-009-002) from Neighborhood to Low Intensity (Case LUC23-45427) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place,.

PROOF OF PUBLICATION:

Ocala Gazette - June 6, 2025 - Notice ID AaSK2zn0y6Gh2qwutcL1

BACKGROUND:

- Applicant/Property Owner: NSC Silver Springs, LLC

Key Points:

This request is to amend the future land use for two parcels included within the subject properties of a proposed unified Planned Development. Specifically, the **Future Land Use Map Amendment (LUC23-45427)**, **Applicant NSC Silver Springs LLC**, requests to change the future land use designation of Parcels 2735-009-002 and 2735-006-017 from Neighborhood to Low Intensity.

- Provides for a consistent land use category to promote a unified development plan.

Summary Petitioners Request and Concurrent Petitions:

The applicant is working with an adjoining commercial property owner, New Old Town Village LLC., to swap portions of their respective properties to create parcels that are more conducive for their future development plans. More specifically, the proposed land swap includes a 0.59 acre northeastern portion (fronting on SR 40) of New Old Town Village property to be conveyed to NSC Silver Springs LLC. in return for NSC Silver Springs LLC., conveying 0.46 acres of their southwestern property to New Old Town Village LLC. The

proposed land swap provides NSC Silver Springs LLC., with additional frontage along SR 40 an Arterial roadway and promotes New Old Town Villages efforts to provide expanded parking for the Mojo's restaurant. The two property owners have arranged a mutually beneficial agreement to transfer property between their respective developments. As a result, there are **six necessary petitions proposed** to facilitate their future development intentions which includes the exchange of property. The other five concurrent petitions are follows:

- **Chapter 163 Development Agreement (DMA23-45430), Applicants NSC Silver Springs LLC. and New Old Town Village LLC.** has been submitted to amend the agreement and memorialize a land swap between the two property owners. The amendment would:
 - Remove a 0.46-acre portion of property (Parcel 27028-004-03) from the terms and conditions of the agreement.
 - Add a 0.59-acre portion of property (Parcel 2735-000-002) to the agreement, subject to the terms and conditions set forth therein.
 - Revise language pertaining to the allowance of cross-access between the development and neighboring properties.
 - There are no other modifications proposed to the agreement.
- **Abrogation (ABR23-45418), Applicant NSC Silver Springs LLC.** requests to abrogate a portion of NE 47th Court, a 50-foot-wide unimproved right-of-way located between Parcels 2735-009-002 and 2735-006-017.
 - The conceptual PD Plan reflects the access connection shifted slightly south from NE 47th Court to a proposed road bisecting PID 2735-006-017, providing for continued connectivity and cross access between NE 49th Avenue and NE 46th Avenue.
- **Rezoning to B-2 (ZON23-45419), Applicants NSC Silver Springs LLC. and New Old Town Village LLC.** has been submitted to rezone a 0.59-acre portion of PID 2735-000-002 from PD, Planned Development, to B-2, Community Business. This rezoning aligns with the intent to swap land and provide B-2 zoning consistent with the existing B-2 zoning for the remainder of the properties held by New Old Town Village, LLC.
- **Rezoning to Planned Development (PD23-45431), Applicants NSC Silver Springs LLC. and New Old Town Village LLC.** requests to rezone 6.83 acres including parcels 2735-009-002 and 2735-006-017, 2735-000-002 2735-009-001 and a 0.46-acre portion of parcel 27028-004-03 along with the proposed abrogated right-of-way (ABR23-45418), allowing development of a mixed-use subdivision, containing both commercial and residential uses.
 - The majority of the subject properties remain vacant and undeveloped, with the exception of Parcel 2735-009-001 (0.41 acres) which was developed with an existing business and professional office in 1963. City records indicate that a business tax receipt has not been active on the property since 2023.
 - The proposed PD Plan and Standards Book would replace the conceptual plan approved by Resolution 2016-4 for 13,600 s.f. of retail and 25,000 s.f. of office uses (PUD14-0002, Avatar Properties).
- **Resolution PD Plan and Standards Book (RES2025-XX), Applicants NSC Silver Springs LLC. and New Old Town Village LLC.** depicts development in two phases, a commercial development tract

containing approximately 4.17 acres and a residential development tract containing approximately 2.66 acres.

- Commercial uses are proposed to include all uses permitted by-right and by special exception in the B-2, Community Commercial, zoning District, with the exception of car washes. The maximum Floor Area Ratio (FAR) consistent with the future land use category is 0.75, which allows for up to 136,233 square feet.
- Residential uses include single-family detached, single-family attached (townhome), and multi-family dwellings. The minimum allowed density consistent with the future land use category is 3 dwelling units per acre, which requires 7 dwelling units. The maximum allowed density consistent with the future land use category is 18 dwelling units per acre, which allows for up to 47 dwelling units.
- Twenty-five percent (25%) of the gross acreage will be preserved as open space, and ten percent (10%) will be preserved as aggregate open space.
- A 40-foot-wide natural buffer is depicted along the southern property line between the proposed residential development tract and the existing single-family residential subdivision, and a 25-foot-wide natural buffer is depicted between the eastern entrance roadway and said existing single-family residential subdivision.

Planning and Zoning Commission:

Staff presented the proposed land use change to the Planning and Zoning Commission at the meeting on May 12, 2025. There were no questions or further discussion from the commission. The commission voted 5-0 to recommend approval.

FINDINGS AND CONCLUSIONS:

- The purpose of the requested future land use map amendment is to allow for the development of commercial uses and to standardize the Future Land Use designation across the entire Planned Development.
- Unifying the underlying Future Land Use Category for the whole Planned Development will allow for a more consistent application of land use and intensity.
- City utilities are available at this location, and no Level of Service issues have been identified for public facilities as a result of the amendment.

Staff recommends approval.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny

- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2025-29

AN ORDINANCE AMENDING THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN, FUTURE LAND USE MAP SERIES AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE FUTURE LAND USE CHANGE (CASE NO. LUC23-45427); AMENDING THE FUTURE LAND USE MAP DESIGNATION FROM NEIGHBORHOOD TO LOW INTENSITY FOR PROPERTY LOCATED IN THE 1900 BLOCK OF NE 49TH AVENUE (PARCELS 22735-006-017 AND 2735-009-002), APPROXIMATELY 0.78 ACRES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida, to prepare and adopt a comprehensive plan in accord with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use Element consisting of a land use map series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

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

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Element and Map Series is hereby

amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes and pursuant to Section 106-38 of the Code of Ordinances, City of Ocala, Florida. The lands described below are hereby reclassified according to the City of Ocala Comprehensive Plan, Future Land Use Element as Low Intensity and the attached land use map, dated May 12, 2025, is incorporated by reference into this ordinance:

LOT 2, BLOCK I, GLYNNWOOD UNIT 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK G, PAGE 091, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

AND

LOT 17, BLOCK F, GLYNNWOOD UNIT 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK G, PAGE 91, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the Future Land Use Map of the City of Ocala is hereby amended to reflect the change in land use from Neighborhood to Low Intensity as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. The effective date of this small-scale development amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No

development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2025-29
Introduced: 9/3/2024
Adopted: Click or tap to enter a date.
Legal Ad No: Ocala Gazette - June 6, 2025 - Notice ID AaSK2zn0y6Gh2qwutCL1



Land Use Change Staff Report

Case No. LUC23-45427

Planning & Zoning Commission: May 12, 2025

City Council (1st Reading): June 3, 2025

City Council (Adoption): June 17, 2025

Applicant/Property Owner: NSC Silver Springs, LLC
Project Planner: Emily W. Johnson, AICP
Amendment Request: Change the land use from Neighborhood to Low Intensity
Associated Applications: ABR23-45418, DMA23-45430, PD23-45431, ZON23-45419
Parcel Information
Acres: ±0.78 acres
Parcel(s)#: 2735-006-017 and 2735-009-002
Location: The 1900 block of NE 49th Avenue
Existing use: Vacant/Undeveloped
Future Land Use Designation: Neighborhood
Zoning Designation(s): PD, Planned Development, and R-1, Single-Family Residential District
Special District(s)/Plans(s): N/A
Overlay(s): N/A

Figure 1. Aerial Location Map



Adjacent Property Information

| <u>Direction</u> | <u>Future Land Use</u> | <u>Zoning District</u> | <u>Current Use</u> |
|------------------|----------------------------|---|--|
| North | Low Intensity | PD, Planned Development B-2, Community Business | Professional and business office |
| East | Low Intensity Neighborhood | B-2, Community Business R-1, Single-Family Residential | Drive-through fast food restaurant (Arby's) and undeveloped parcel identified as part of the Chapter 163 Agreement for the Alderbrook development, adjacent to NE 49 th Ave |
| South | Neighborhood | R-1, Single-Family Residential | Platted single-family residential subdivision (Glynnwood Unit 1) |
| West | Low Intensity | PD, Planned Development | Undeveloped commercial |

Applicant Request

The applicant is requesting to change the future land use designation from Neighborhood to Low Intensity. This request accompanies concurrent applications to rezone adjacent properties to the north and west to Planned Development (PD23-45431) and to abrogate the NE 47th Court right-of-way (ABR23-45418). The land use change is intended to allow for the development of commercial uses and to standardize the Future Land Use designation across the entire Planned Development.

Background

The subject properties, identified by Parcel Identification Numbers 2735-009-001 and 2735-006-017, contain approximately 0.78 cumulative acres. The two parcels were originally platted as lots within the Glynnwood Unit 1 subdivision (Plat Book G, Page 091), and are designated as Neighborhood Future Land Use (FLU) by the Comprehensive Plan. The parcels are currently undeveloped and heavily wooded.

Parcel 2735-009-002 (0.31 acres) is zoned PD, Planned Development, in association with the conceptual PD Plan for Avatar Properties (PUD14-0002), approved by Resolution 2016-4.

- Resolution 2016-4 reflected a 3,600 s.f. retail building and a drainage retention area to be developed on the subject property.
- A final PD Plan was never submitted for Avatar Properties.

Parcel 2735-006-017 (0.47 acres) is zoned R-1, Single-Family Residential District, and was purchased in 2017 by NSC Silver Springs LLC. Prior to this, the lot was not owned together with the adjacent parcels identified in the PD application.

Existing and Proposed Land Use Standards

| | Future Land Use Category | Permitted Land Uses | Allowable Density | Allowable FAR |
|---|--------------------------|---|---|--------------------|
| Existing | Neighborhood | Primary Use: Residential Secondary Uses: Recreation, institutional, limited neighborhood-scale office and commercial, educational facilities | Up to 5 units/acre SFR; Multifamily up to 12 units/acre | Up to 0.25 FAR (1) |
| Proposed | Low Intensity | Residential, office, commercial, public, recreation, institutional, light industrial, educational facilities | 3 to 18 units/acre | Up to 0.75 FAR |
| Notes: (1) Neighborhood-scale office use must be compatible and complementary of surrounding neighborhood character and appearance. | | | | |

Staff Analysis

Pursuant to Comprehensive Plan Policy 6.3, the Low Intensity FLU is intended to identify areas that are generally oriented towards the automobile as the primary mode of transportation. The Low Intensity FLU is more appropriate for the intended commercial development than the existing Neighborhood FLU.

The proposed conceptual PD Plan (PD23-45431) reflects the parcel as part of the commercial development area. The PD access is proposed to be relocated from NE 47th Court to a proposed road bisecting parcel 2735-006-017. A portion of the parcel will be reserved as a 25-foot natural buffer to the existing single-family residence located to the south. The proposed PD Plan and Standards Book incorporates a mix of uses consisting of commercial uses along major arterial roadways (SR40) transitioning within the PD to multi-family/single-family attached residential, which abuts adjacent developed single-family detached dwellings with a 40-foot landscape buffer and 25-foot landscape buffer within a portion of parcel 2375-006-017. The remaining portion would be used for a cross access to an existing shopping center. The below provides factual support to the staff’s analysis.

Factual Support

1. The requested future land use change is consistent with the following Objectives and Policies of the City of Ocala Comprehensive Plan:
 - a. **Future Land Use Element Policy 6.3: Low Intensity:** The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.

The form of buildings and development may be regulated for specified areas by a Form Based Code or Corridor Overlay. Buildings may have larger setbacks from the street and public right-of-way than other mixed-use districts. Buildings may have surface parking between the building and the street, though rear and side yard parking is encouraged for non-residential uses. Low Intensity areas may have large open space areas such as community and regional parks, trails, or surface stormwater management facilities designed as amenities.

The minimum density and intensity in this future land use category is 3 dwelling units per gross acre or 0.00 FAR. The maximum density and intensity is 18 dwelling units per acre or 0.75 FAR.

Staff Comment: The proposed use of the subject properties for access to and development of commercial uses is consistent with the intention of the requested Low Intensity FLU designation. It is noted that many properties lining E Silver Springs Boulevard (SR 40) are designated as Low Intensity. Additionally, the existing Neighborhood FLU is predominantly residential, only allows for neighborhood-scale commercial uses, and would not support the 0.75 FAR proposed by the concurrent Planned Development application (PD23-45431). Unifying the underlying Future Land Use for the whole Planned Development will allow for a more consistent application of land use and intensity.

- b. Future Land Use Element Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City’s Land Development Code.

As identified in the Level of Service Analysis below, there appears to be adequate public facilities to service the subject properties.

Level of Service Analysis

Transportation: The subject segment of NE 49th Avenue is an unclassified roadway under the Ocala-Marion TPO Congestion Management Plan. Automotive traffic will likely access the properties via E Silver Springs Boulevard (SR 40). The 2023 congestion management data from the Ocala-Marion TPO for the affected roadway(s) is provided below.

Adopted LOS / Available Capacity:

| Road/ Street Name | Lanes | Speed Limit | Functional Classification | Adopted LOS | LOS Capacity | 2023 AADT | Existing LOS |
|--|-------|----------------|------------------------------|----------------|-----------------|--------------|-----------------|
| E Silver Springs Boulevard (SR 40) | 4 | 45 MPH | Arterial | D | 38,430 | 22,300 | C |

Developments proposing to generate 100 or more net new PM peak hour trips are required to submit a traffic study as part of the subdivision review. The affected segment of E Silver Springs Boulevard (SR 40) is currently operating above the adopted Level of Service.

Potable Water: City utilities are available at this location; any new connections will be determined during the site plan review process. City water mains run along E Silver Springs Boulevard and NE 49th Avenue.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).

- *Available Capacity:* Capacity is available. The permitted capacity of the City’s water system is 24.4 million gallons daily (mgd).

Sanitary Sewer: City utilities are available at this location; any new connections will be determined during the site plan review process. City gravity mains run along E Silver Springs Boulevard and NE 49th Avenue.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd).

Solid Waste: The subject properties are located within the City’s service area; refuse pickup will be determined during the subdivision review process.

- *Adopted Level of Service (LOS) Solid Waste:* 0.0112 pounds per square foot of occupied building space per day for non-residential development, and 3.54 pounds per capita per day for residential development.
- *Available Capacity:* Solid waste is transported to facilities outside of the City.

Other Public Facilities:

Stormwater: The subject properties are not located within a Flood Zone. For any future redevelopment, 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.

Electric: The subject properties are within the Ocala Electric Utility service territory.

Fiber: Service is not currently available at this location.

Fire Service: Ocala Fire Rescue Station #5 is located approximately 3.0 miles from the subject properties, at 2340 NE 25th Ave. This distance exceeds the desired industry standard of 1.5 miles for fire service.

Schools: The subject property is serviced by Ocala Springs Elementary (operating at 121.48% capacity), Fort King Middle (68.36%) and Vanguard High Schools (89.33%). The proposed land use change may generate up to 1 additional Elementary School-aged student, and 1 additional High School-aged students.

| Project Dwelling Units (SFR) | | | |
|------------------------------|-----------------------------|---|--|
| School Level | SFR Student Generation Rate | 4 SFR (max. 5 d.u./acre permitted by Neighborhood FLU) | 14 SFR (max. 18 d.u./acre permitted by Low Intensity FLU) |
| E | 0.13 | 0 | 1 |
| M | 0.064 | 0 | 0 |
| H | 0.094 | 0 | 1 |
| Project Dwelling Units (MFR) | | | |
| School Level | MFR Student Generation Rate | 9 MFR (max. 12 d.u./acre permitted by | 14 MFR (max. 18 d.u./acre permitted by Low |

Future Land Use Change Staff Report

Case No. LUC23-45427

| | | Neighborhood FLU) | Intensity FLU) |
|---|-------|-------------------|----------------|
| E | 0.139 | 1 | 1 |
| M | 0.056 | 0 | 0 |
| H | 0.067 | 0 | 0 |

Staff Findings and Recommendation

- The purpose of the requested future land use map amendment is to allow for the development of commercial uses and to standardize the Future Land Use designation across the entire Planned Development.
- Unifying the underlying Future Land Use Category for the whole Planned Development will allow for a more consistent application of land use and intensity.
- City utilities are available at this location, and no Level of Service issues have been identified for public facilities as a result of the amendment..

Staff Recommendation: *Approval*

CASE MAP

Case Number: LUC23-45327

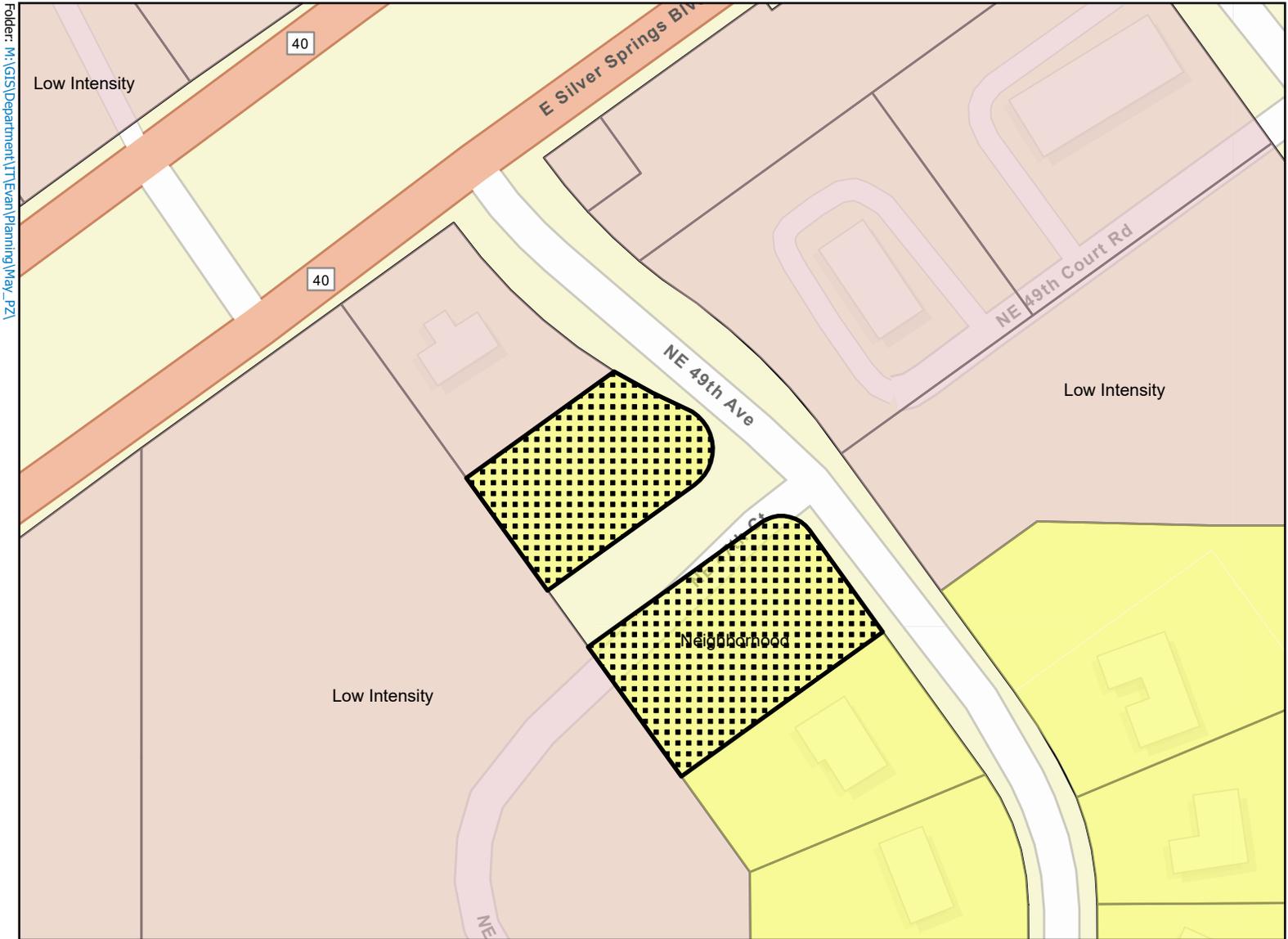
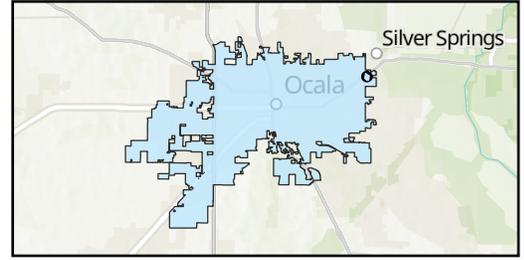
Parcel: 2735-009-002 and 2735-006-017

Property Size: 0.31 and 0.47 Acres

Land Use Designation: Neighborhood

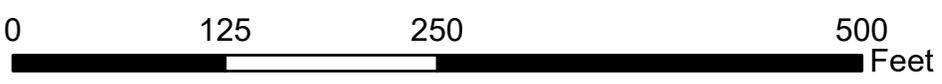
Zoning: PD and R-1

Proposal: Change the Future Land Use designation from Neighborhood to Low Intensity, for property located in the 1900 block of NE 49th Avenue



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-  Subject Property
-  Low Intensity
-  Neighborhood
-  Parcels



CASE MAP

Case Number:

LUC23-45327

Parcel:

2735-009-002 and 2735-006-017

Property Size:

0.31 and 0.47 Acres

Land Use Designation:

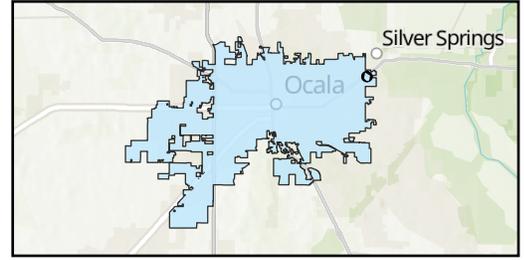
Neighborhood

Zoning:

PD and R-1

Proposal:

Change the Future Land Use designation from Neighborhood to Low Intensity, for property located in the 1900 block of NE 49th Avenue

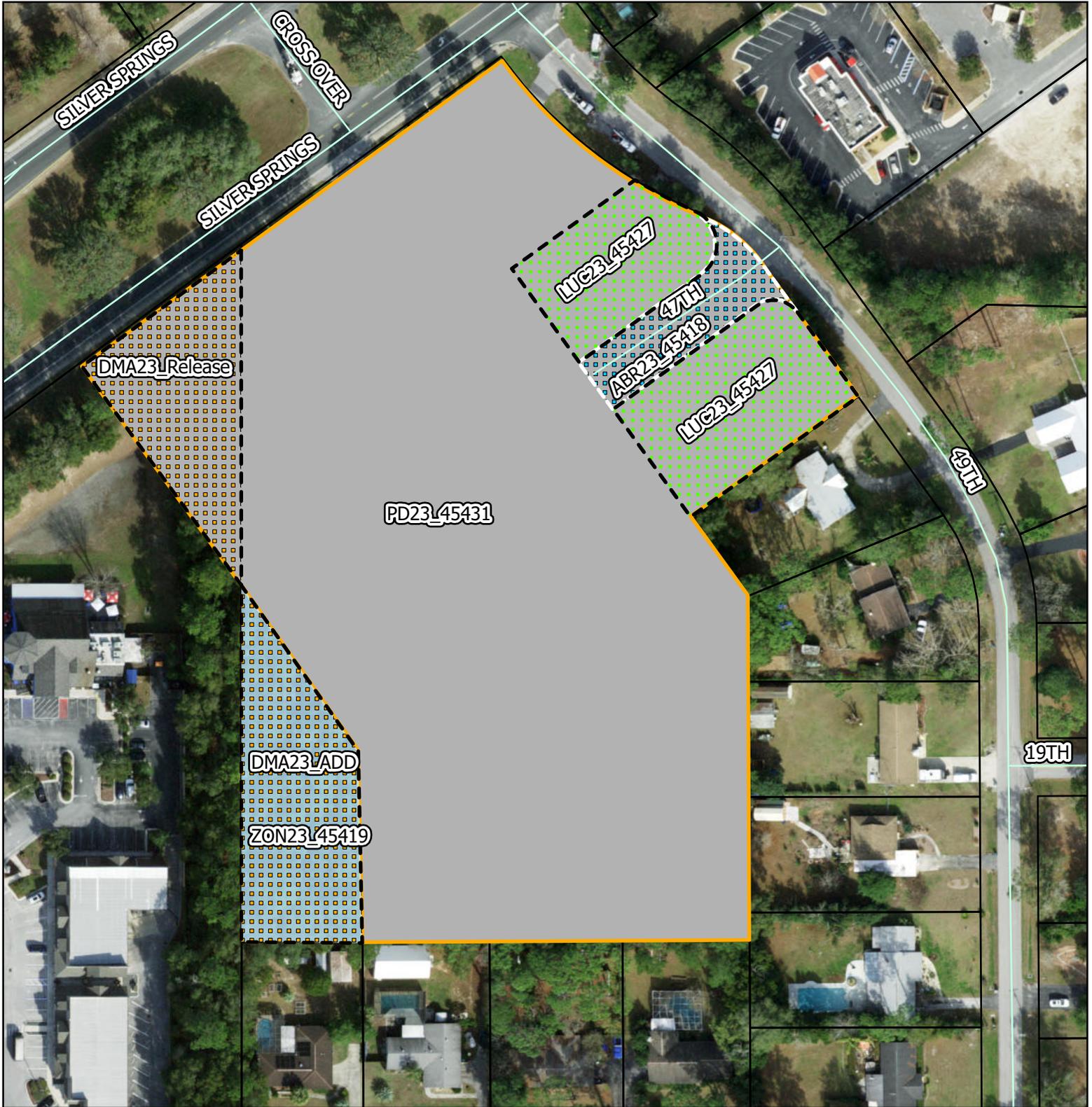


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-  Parcels
-  Subject Property



Collective Project Map



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See Proof on Next Page

Ocala Gazette
PO Box 188
(352) 732-0073

I, Rachel Cozart, of lawful age, being duly sworn upon oath deposes and says that I am the Authorized Agent of Affidavits of Column Software, PBC, duly appointed and authorized agent of the Publisher of Ocala Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Ocala, for the County of Marion County, in the state of Florida, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

PUBLICATION DATES: June 6. 2025

Notice ID: AaSK2zn0y6Gh2qwutCL1

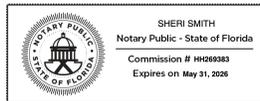
Notice Name: Ord 2025-25 through 2025-31

PUBLICATION FEE: \$381.27

Rachel Cozart

VERIFICATION

State of Florida
County of Broward



Signed or attested before me on this: 06/09/2025

06/09/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The Ocala City Council has introduced the following ordinance(s) and will consider its adoption at the regular meeting to be held on Tuesday, June 17, 2025 at 4:00 p.m. in City Hall, 2nd Floor, Council Chamber, 110 SE Watula Avenue, Ocala, Florida. Interested parties are invited to appear at the meeting and be heard with respect to the proposed legislation. Copies of the proposed documents may be inspected in advance at the office of the City Clerk, Ocala City Hall.

Any person who decides to appeal any decision of the Ocala City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purposes, may need to ensure that a verbatim record of the proceedings is made.

If reasonable accommodations are needed for you to participate in this meeting, please call 48 hours in advance so arrangements can be made through the City Clerk's office at 352-629-8266.

ORDINANCE 2025-25

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA REPEALING SECTION 70-371, CODE OF ORDINANCES, CITY OF OCALA, FLORIDA, SO AS TO TERMINATE THE INTRODUCTION OF FLUORIDE INTO THE MUNICIPAL POTABLE WATER SUPPLY IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 403.859, FLORIDA STATUTES, AS AMENDED BY SENATE BILL 700 (2025); PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-26

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA CONCERNING AND AMENDING CHAPTER 70, ENTITLED "UTILITIES," OF THE CODE OF ORDINANCES, CITY OF OCALA, FLORIDA; AMENDING SUBSECTION 70-301(d)(4), TO PROVIDE FOR REVISED FEES TO BE CHARGED FOR TESTING INDUSTRIAL WASTEWATER SERVICES; ADDING SUBSECTION 70-301(d)(5), ENTITLED "INDUSTRIAL PERMIT FEES;" TO PROVIDE FOR A FEE TO BE CHARGED FOR PROCESSING INDUSTRIAL PERMITS; AMENDING SUBSECTION 70-321(b),

ENTITLED "APPLICABILITY; AMOUNT;" TO PROVIDE FOR REVISED FEES TO BE CHARGED FOR TESTING INDUSTRIAL WASTEWATER SERVICES; AMENDING SECTION 70-391 ENTITLED "DEFINITIONS;" TO PROVIDE FOR THE DEFINITION OF TAMPERING; AMENDING SUBSECTION 70-411(a), ENTITLED "CONNECTION CHARGES - CHARGE FOR SETTING METER," TO PROVIDE FOR REVISED SCHEDULES FOR RESIDENTIAL AND COMMERCIAL SEWAGE RATE CHARGES AND EFFECTIVE DATES TO BE SET BY SEPARATE CITY COUNCIL RESOLUTION; AMENDING SECTION 70-413, ENTITLED "TEMPORARY WATER SERVICE;" TO PROVIDE FOR REVISED DEPOSITS FOR HYDRANT METERS OR JUMPER METERS; AMENDING SECTION 70-414, ENTITLED "CHARGE FOR TESTING WATER METERS;" TO PROVIDE FOR REVISED FEES TO BE CHARGED FOR TESTING WATER METERS AT A CUSTOMER'S REQUEST; AMENDING SUBSECTIONS 70-417(b) AND (c), ENTITLED "LEAKS; NEW LANDSCAPING;" TO PROVIDE FOR FURTHER CLARIFICATION ON WATER LEAK REIMBURSEMENT; ADDING SECTION 70-418, ENTITLED "DAMAGING, TAMPERING WITH OR PREVENTING ACCESS TO EQUIPMENT OR FACILITIES OF THE WATER SYSTEM," PROVIDING FOR FINES AND COSTS TO BE ASSESSED AGAINST UTILITY CUSTOMERS WHO TAMPER WITH THE WATER SYSTEM EQUIPMENT AND CURB STOPS; ADDING SECTION 70-419, ENTITLED "MISCELLANEOUS CHARGES," TO PROVIDE FEES AND CHARGES FOR (1) CUSTOMER REQUESTED MAINTENANCE, (2) DISCONNECT/ RECONNECT, (3) WATER METER MANUAL RE-READS, (4) CUSTOMER REQUESTED SITE VISITS, (5) WATER METER DISCONNECTION FOR NON-PAYMENT, (6) WATER METER AND/OR VALVE TAMPERING FEES, AND (7) DEMOLITION PERMIT FEES; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-27

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA CONCERNING AND AMENDING DIVISION 2, ENTITLED "WATER AND SEWER IMPACT FEES;" OF ARTICLE V, ENTITLED "FEES, RATES AND CHARGES," OF CHAPTER 70, ENTITLED "UTILITIES," OF THE CODE OF ORDINANCES, CITY OF OCALA,

FLORIDA; AMENDING SECTION 70-502, ENTITLED "IMPACT FEE IMPOSED" TO PROVIDE FOR THE IMPOSITION OF AMENDED IMPACT FEE RATES FOR THE YEARS 2025 THROUGH 2028; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-28

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM B-2, COMMUNITY BUSINESS, TO B-4, GENERAL BUSINESS, FOR CERTAIN PROPERTY LOCATED AT 2206 SW 10TH ROAD (PARCEL 23536-000-00), APPROXIMATELY 0.53 ACRE (CASE NO. ZON25-0005); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-29

AN ORDINANCE AMENDING THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN, FUTURE LAND USE MAP SERIES AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE FUTURE LAND USE CHANGE (CASE NO. LUC23-45427); AMENDING THE FUTURE LAND USE MAP DESIGNATION FROM NEIGHBORHOOD TO LOW INTENSITY FOR PROPERTY LOCATED IN THE 1900 BLOCK OF NE 49TH AVENUE (PARCELS 22735-006-017 AND 2735-009-002), APPROXIMATELY 0.78 ACRES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-30

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PD, PLANNED DEVELOPMENT, R-1,

SINGLE-FAMILY RESIDENTIAL, & B-2, COMMUNITY BUSINESS, TO PD, PLANNED DEVELOPMENT, FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (PARCEL 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, AND A PORTION OF PARCEL 27028-004-03), APPROXIMATELY 6.83 ACRES (CASE NO. PD23-45431); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-31

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PD, PLANNED DEVELOPMENT, TO B-2, COMMUNITY BUSINESS, FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (A PORTION OF 2735-000-002), APPROXIMATELY 0.59 ACRES (CASE NO. ZON23-45419); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1506

Agenda Item #: 9c.

Submitted By: Emily W. Johnson, AICP

Presentation By: Jeff Shrum

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Request to postpone to the July 15, 2025 City Council meeting - Adopt Ordinance 2025-30 to rezone approximately 6.83 acres for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard (Parcel 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, and a portion of parcel 27028-004-03) from PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business, to PD, Planned Development (Case PD23-45431) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place.

PROOF OF PUBLICATION:

Ocala Gazette - June 6, 2025 - Notice ID AaSK2zn0y6Gh2qwutcL1

BACKGROUND:

- Applicant: NSC Silver Springs, LLC
- Property Owner: NSC Silver Springs, LLC and New Old Town Village, LLC

Petition Key Points

This request is for **Rezoning to Planned Development (PD23-45431), Applicants NSC Silver Springs LLC and New Old Town Village LLC**, to rezone 6.83 acres including parcels 2735-009-002 and 2735-006-017, 2735-000-002 2735-009-001 and a 0.46-acre portion of parcel 27028-004-03 along with the proposed abrogated right-of-way (ABR23-45418), allowing development of a mixed-use subdivision, containing both commercial and residential uses.

- The majority of the subject properties remain vacant and undeveloped, with the exception of Parcel 2735-009-001 (0.41 acres) which was developed with an existing business and professional office in 1963. City records indicate that a business tax receipt has not been active on the property since 2023.
- The proposed PD Plan and Standards Book would replace the conceptual plan approved by Resolution 2016-4 for 13,600 s.f. of retail and 25,000 s.f. of office uses (PUD14-0002, Avatar Properties).

Summary Petitioners Request and Concurrent Petitions:

The applicant is working with an adjoining commercial property owner, New Old Town Village LLC., to swap portions of their respective properties to create parcels that are more conducive for their future development plans. More specifically, the proposed land swap includes a 0.59 acre northeastern portion (fronting on SR 40) of New Old Town Village property to be conveyed to NSC Silver Springs LLC. in return for NSC Silver Springs LLC., conveying 0.46 acres of their southwestern property to New Old Town Village LLC. The proposed land swap provides NSC Silver Springs LLC., with additional frontage along SR 40 an Arterial roadway and promotes New Old Town Villages efforts to provide expanded parking for the Mojo's restaurant. The two property owners have arranged a mutually beneficial agreement to transfer property between their respective developments. As a result, there are **six necessary petitions proposed** to facilitate their future development intentions which includes the exchange of property. The other five concurrent petitions are follows:

- **Chapter 163 Development Agreement (DMA23-45430)** has been submitted to amend the agreement and memorialize a land swap between the two property owners. The amendment would:
 - Remove a 0.46-acre portion of property (Parcel 27028-004-03) from the terms and conditions of the agreement.
 - Add a 0.59-acre portion of property (Parcel 2735-000-002) to the agreement, subject to the terms and conditions set forth therein.
 - Revise language pertaining to the allowance of cross-access between the development and neighboring properties.
 - There are no other modifications proposed to the agreement.
- **Abrogation (ABR23-45418)** requests to abrogate a portion of NE 47th Court, a 50-foot-wide unimproved right-of-way located between Parcels 2735-009-002 and 2735-006-017.
 - The conceptual PD Plan reflects the access connection shifted slightly south from NE 47th Court to a proposed road bisecting PID 2735-006-017, providing for continued connectivity and cross access between NE 49th Avenue and NE 46th Avenue.
- **Future Land Use Map Amendment (LUC23-45427)** requests to change the future land use designation of Parcels 2735-009-002 and 2735-006-017 from Neighborhood to Low Intensity.
 - Provides for a consistent land use category to promote a unified development plan.
- **Rezoning to B-2 (ZON23-45419)** has been submitted to rezone a 0.59-acre portion of PID 2735-000-002 from PD, Planned Development, to B-2, Community Business. The rezoning memorializes a land swap agreement between two property owners and adjusts the zoning delineation between their properties.
- **Resolution PD Plan and Standards Book (RES2025-XX)** depicts development in two phases, a commercial development tract containing approximately 4.17 acres and a residential development tract containing approximately 2.66 acres.
 - Commercial uses are proposed to include all uses permitted by-right and by special exception in the B-

2, Community Commercial, zoning District, with the exception of car washes. The maximum Floor Area Ratio (FAR) consistent with the future land use category is 0.75, which allows for up to 136,233 square feet.

- Residential uses include single-family detached, single-family attached (townhome), and multi-family dwellings. The minimum allowed density consistent with the future land use category is 3 dwelling units per acre, which requires 7 dwelling units. The maximum allowed density consistent with the future land use category is 18 dwelling units per acre, which allows for up to 47 dwelling units.
- Twenty-five percent (25%) of the gross acreage will be preserved as open space, and ten percent (10%) will be preserved as aggregate open space.
- A 40-foot-wide natural buffer is depicted along the southern property line between the proposed residential development tract and the existing single-family residential subdivision, and a 25-foot-wide natural buffer is depicted between the eastern entrance roadway and said existing single-family residential subdivision.

Planning and Zoning Commission:

Staff presented the request for rezoning to Planned Development to the Planning and Zoning Commission at the meeting on May 12, 2025. During the presentation, staff identified changes to the recommended conditions, differing from those reflected in the staff report. The commission voted 5 -0 to recommend approval with staff's requested changes to the conditions.

FINDINGS AND CONCLUSIONS:

- The proposed rezoning is consistent with the Low Intensity Future Land Use classification pursuant to Code of Ordinances Section 122-244.
- The PD Plan is consistent with the minimum standards for a PD District (Section 122-942).
- The proposed rezoning is compatible with the surrounding development, the Comprehensive Plan, and the City's Code of Ordinances.
- No level of service issues has been identified.

Staff recommends approval with the following conditions:

1. Residential density shall only apply to the 2.66-acre residential tract. Commercial intensity shall only apply to the 4.17-acre commercial tract.
2. All building shall be consistent with the architectural types reflected in the PD Standards Book.
3. All access to future outparcels must be from internal roadways.
4. Access to E Silver Springs Boulevard (SR 40) shall be coordinated with Florida Department of Transportation (FDOT). Driveway location shall be subject to the approval of a traffic study pursuant to the City's adopted Traffic Impact Analysis guidelines.
5. All freestanding signage shall be ground mounted and match similar sign materials in the area, and signage for the commercial tract shall comply with the regulations of Section 110-153, Shopping Centers.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2025-30

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PD, PLANNED DEVELOPMENT, R-1, SINGLE-FAMILY RESIDENTIAL, & B-2, COMMUNITY BUSINESS, TO PD, PLANNED DEVELOPMENT, FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (PARCEL 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, AND A PORTION OF PARCEL 27028-004-03), APPROXIMATELY 6.83 ACRES (CASE NO. PD23-45431); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as PD, Planned Development:

A PARCEL OF LAND LYING IN THE N.W. 1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA AND LYING IN THE N.E. 1/4 OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ALSO BEING ALL OF LOTS 1 AND 2, BLOCK I AND LOT 17, BLOCK F OF GLYNNWOOD UNIT ONE, AS RECORDED IN PLAT BOOK G, PAGE 91, LOTS 3 THROUGH 5, PORTIONS OF LOTS 6 THROUGH 9, BLOCK I, AND LOTS 1 THROUGH 4, BLOCK F GLYNNWOOD UNIT FOUR, AS RECORDED IN PLAT BOOK H, PAGE 6, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL OF N.E. 47TH COURT AS SHOWN ON SAID PLATS, AND A PORTION OF LOT 3 OF LOWE'S AUTUMN COMMERCIAL CENTER, AS RECORDED IN PLAT BOOK 7, PAGE 171 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GLYNNWOOD UNIT FOUR, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 40 (BEING A 200 FOOT RIGHT OF WAY) (ALSO KNOWN AS EAST SILVER SPRINGS BOULEVARD), THENCE ALONG SAID RIGHT OF WAY LINE, N.53°56'32"E., A DISTANCE OF 279.28 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY OF N.E. 49TH AVENUE (BEING A RIGHT OF WAY WIDTH THAT VARIES), SAID POINT ALSO BEING ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 393.18 FEET, A CENTRAL ANGLE 32°16'51" AND CHORD BEARING AND DISTANCE OF S.51°58'43"E., 218.60 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 221.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 121.25 FEET, A CENTRAL ANGLE 32°04'45" AND CHORD BEARING AND DISTANCE OF S.52°04'45"E., 67.00 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 67.89 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.36°02'23"E, A DISTANCE OF 140.67 FEET TO THE S.E. CORNER OF THE AFOREMENTIONED LOT 17, BLOCK F OF GLYNNWOOD UNIT ONE; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF LOT 17, S.53°58'20"W., A DISTANCE OF 178.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF THE AFOREMENTIONED LOT 1, BLOCK F OF GLYNNWOOD UNIT FOUR; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, S.35°56'56"E., A DISTANCE OF 84.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOT 1, ALONG THE EASTERLY BOUNDARY OF LOTS 2 THROUGH 4, BLOCK F OF SAID GLYNNWOOD UNIT FOUR, S.00°15'24"E., A DISTANCE OF 298.65 FEET TO THE S.E. CORNER OF SAID LOT 4; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOTS 2 THROUGH 4, ALONG THE SOUTH BOUNDARY OF LOT 4 BLOCK F AND LOT 9 BLOCK I, S.89°44'35"W., A DISTANCE OF 329.47 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°15'25"W., A DISTANCE OF 157.99 FEET; THENCE N.36°03'28"W., A DISTANCE OF 186.37 FEET TO A POINT ON THE WEST BOUNDARY OF THE AFOREMENTIONED GLYNNWOOD UNIT FOUR; THENCE DEPARTING SAID WEST BOUNDARY, N.36°03'28"W., A DISTANCE OF 234.69 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 40; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N.53°56'32"E., A DISTANCE OF 170.72 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 6.83 ACRES MORE OR LESS.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and

(3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business, to PD, Planned Development, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener’s error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon the later of:

- a. Approval by the mayor, or upon becoming law without such approval;
- b. The effective date of Ordinance 2025-____ approving future land use change Case No. LUC23-45427;
- c. Ordinance 25-____, rezoning property pursuant to Case No. ZON23-45419, becoming effective; or
- d. The date that NSC Silver Springs, LLC acquires title to the portion of Marion County Tax Parcel ID # 27028-004-03 (currently owned by New Old Town Village, LLC) for the portion of the real property described in Section 1 of this Ordinance not currently owned by NSC Silver Springs, LLC. The recording of a deed in the Public Records of Marion County, Florida, for such property shall be deemed conclusive evidence that this condition has occurred. If this condition has not occurred by December 31, 2026, this Ordinance shall be ineffective (unless the City adopts a new ordinance extending such date).

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____

William E. Sexton

City Attorney

Ordinance No: 2025-30

Introduced: 6/3/2025

Adopted: Click or tap to enter a date.

Legal Ad No: Ocala Gazette - June 6, 2025 - Notice ID AaSK2zn0y6Gh2qwutCL1

ORDINANCE 2025-XX

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PD, PLANNED DEVELOPMENT, R-1, SINGLE-FAMILY RESIDENTIAL, & B-2, COMMUNITY BUSINESS, TO PD, PLANNED DEVELOPMENT, FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (PARCEL 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, AND A PORTION OF PARCEL 27028-004-03), APPROXIMATELY 6.83 ACRES (CASE NO. PD23-45431); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as PD, Planned Development:

A PARCEL OF LAND LYING IN THE N.W. 1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA AND LYING IN THE N.E. 1/4 OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ALSO BEING ALL OF LOTS 1 AND 2, BLOCK I AND LOT 17, BLOCK F OF GLYNNWOOD UNIT ONE, AS RECORDED IN PLAT BOOK G, PAGE 91, LOTS 3 THROUGH 5, PORTIONS OF LOTS 6 THROUGH 9, BLOCK I, AND LOTS 1 THROUGH 4, BLOCK F AS RECORDED GLYNNWOOD UNIT FOUR, AS RECORDED IN PLAT BOOK H, PAGE 6, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL OF N.E. 47TH COURT AS SHOWN ON SAID PLATS, AND A PORTION OF LOT 3 OF LOWE'S AUTUMN COMMERCIAL CENTER, AS RECORDED IN PLAT BOOK 7, PAGE 171 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GLYNNWOOD UNIT FOUR, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 40 (BEING A 200 FOOT RIGHT OF WAY) (ALSO KNOWN AS EAST SILVER SPRINGS BOULEVARD), THENCE ALONG SAID RIGHT OF WAY, N.53°56'32"E., A DISTANCE OF 279.28 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY OF N.E.

49TH AVENUE (BEING A 50 FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 393.18 FEET, A CENTRAL ANGLE 32°16'51" AND CHORD BEARING AND DISTANCE OF S.51°58'43"E., 218.60 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY, SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY AND ARC OF SAID CURVE, A DISTANCE OF 221.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF ~~115.00~~124.24 FEET, A CENTRAL ANGLE ~~37°49'24"~~34°54'57" AND CHORD BEARING AND DISTANCE OF S.50°25'07"E., 74.55 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 75.9271 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.36°02'23"E, A DISTANCE OF 132.85 FEET TO THE S.E. CORNER OF THE AFOREMENTIONED LOT 17, BLOCK F OF GLYNNWOOD UNIT ONE; THENCE DEPARTING SAID RIGHT OF WAY, ALONG THE SOUTHERLY BOUNDARY OF LOT 17, S.53°58'20"W., A DISTANCE OF 178.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF THE AFOREMENTIONED LOT 1, BLOCK F OF GLYNNWOOD UNIT FOUR; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, S.35°56'56"E., A DISTANCE OF 84.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOT 1, ALONG THE EASTERLY BOUNDARY OF LOTS 2 THROUGH 4, BLOCK F OF SAID GLYNNWOOD UNIT FOUR, S.00°15'24"E., A DISTANCE OF 298.65 FEET TO THE S.E. CORNER OF SAID LOT 4; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOTS 2 THROUGH 4, ALONG THE SOUTH BOUNDARY OF LOT 4 BLOCK F AND LOT 9 BLOCK I, S.89°44'35"W., A DISTANCE OF 329.47 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°15'25"W., A DISTANCE OF 157.99 FEET; THENCE N.36°03'28"W., A DISTANCE OF 186.37 FEET TO A POINT ON THE WEST BOUNDARY OF THE AFOREMENTIONED GLYNNWOOD UNIT FOUR; THENCE DEPARTING SAID WEST BOUNDARY, N.36°03'28"W., A DISTANCE OF 234.69 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 40; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N.53°56'32"E., A DISTANCE OF 170.72 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 6.83 ACRES MORE OR LESS.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective

administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business, to PD, Planned Development, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7.- This ordinance shall become effective upon the later of:

- a. Approval by the mayor, or upon becoming law without such approval;
- b. The effective date of Ordinance 2025-_____ approving future land use change Case No. LUC23-45427;
- c. Ordinance 25-_____, rezoning property pursuant to Case No. ZON23-45419, becoming effective; or
- d. The date that NSC Silver Springs, LLC acquires title to the portion of Marion County Tax Parcel ID # 27028-004-03(currently owned by New Old Town Village, LLC) for the portion of the real property described in Section 1 of this Ordinance not currently owned by NSC Silver Springs, LLC. The recording of a deed in the Public Records of Marion County, Florida, for such property shall be deemed conclusive evidence that this condition has occurred. If this condition has not occurred by December 31, 2026, this Ordinance shall be ineffective (unless the City adopts a new ordinance extending such date).

ATTEST:

CITY OF OCALA

By: _____
Angel B. Jacobs
City Clerk

By: _____
Kristen M. Dreyer
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2025-XX
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

P:\JG\Rudnianyn Todd\Old Town Village\PD\Ordinances\PD23-45431 Memo & Ordinance_City Council JG Rev.docx



Rezoning Staff Report

Case No. PD23-45431

Planning & Zoning Commission: May 12, 2025

City Council (1st Reading): June 3, 2025

City Council (Adoption): June 17, 2025

Applicant: NSC Silver Springs, LLC

Property Owner: NSC Silver Springs, LLC and New Old Town Village, LLC

Project Planner: Emily W. Johnson, AICP

Amendment Request: PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business, to PD, Planned Development with associated PD Plan and Standards Book.

Associated Applications: ABR23-45418, DMA23-45430, LUC23-45427, ZON23-45419

Parcel Information

Acres: ±6.83 acres

Parcel(s)#: 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, and a portion of parcel 27028-004-03

Location: The southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard.

Existing use: Professional and business office (Parcel 2735-009-001)
Vacant/Undeveloped

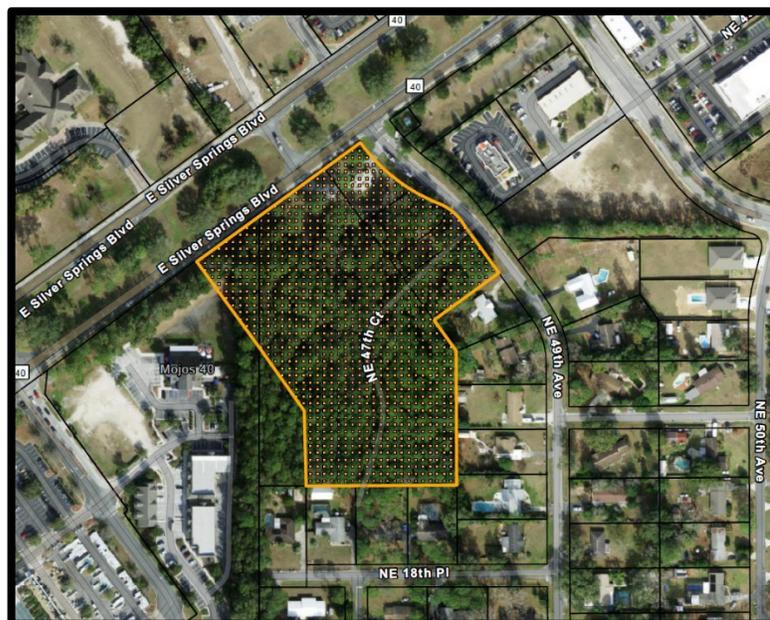
Future Land Use Designation: Low Intensity & Neighborhood

Zoning Designation: PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business

Special District(s)/Plan(s): N/A

Approved Agreement(s): Chapter 163 Development Agreement (ORB 3369 Page 1080)

Figure 1. Aerial Location Map



Adjacent Property Information

| Direction | Future Land Use | Zoning District | Current Use |
|------------------|----------------------------|--|--|
| North | Low Intensity | B-2, Community Business SC, Shopping Center, B-4, General Business R-1, Single-Family Residential | Various commercial uses adjacent to E Silver Springs Boulevard City lift station |
| East | Low Intensity Neighborhood | B-2, Community Business R-1, Single-Family Residential | Drive-through fast food restaurant (Arby's) and undeveloped parcel identified as part of the Chapter 163 Agreement for the Alderbrook development, adjacent to NE 49 th Ave Platted single-family residential subdivision (Glynnwood Unit 1) |
| South | Neighborhood | R-1, Single-Family Residential | Platted single-family residential subdivision (Glynnwood Unit 1) |
| West | Low Intensity | B-2, Community Business | Restaurant (Mojos) and multi-tenant commercial buildings identified as part of the Chapter 163 Agreement for Lowes and Autumn Ridge Phase 1 (ORB 3369 Page 1080) |

Applicant Request

The petitioner is requesting to rezone the subject properties from PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business, to establish a new Planned Development (PD) with associated PD Plan and Standards Book. The petitioner has submitted the request to allow for development of a mixed-use subdivision; proposing commercial uses consistent with the B-2 zoning district along E Silver Springs Boulevard, and residential uses (single-family detached, single-family attached/townhomes, and multi-family) on the southern portion of the property.

- A 0.59 acre portion of 2735-000-002 is subject to concurrent applications ZON23-45419 and DMA23-45430, and is not part of this PD request.
- Car washes, which are otherwise allowed in the B-2 zoning district, are specifically prohibited in the proposed PD Standards Book.

Background:

The subject properties were annexed in 1964 (Ordinance No. 238) and 1968 (Ordinance No. 385) as

part of larger efforts to expand the city limits. The properties were designated with Retail Services, Professional Services, and Low Density Residential Future Land Uses and subsequently zoned B-2R-1, RO, Residential Office, and O-1, Office.

On January 22, 2013, City Council adopted Comprehensive Plan Amendments consistent with the 2035 Vision, which eliminated Retail Services, Professional Services, and Low Density Residential Future Land Use Classifications; the subject properties are currently designated Low Intensity and Neighborhood land use.

- Concurrent application LUC23-45427 proposes to change the future land use designation of parcels 2735-006-017 and 2735-009-002 from Neighborhood to Low Intensity to ensure consistency across the entire PD.

In 2015, a conceptual PD plan for Avatar Properties (PUD14-0002), was approved by Resolution 2016-4 for 13,600 s.f. of retail and 25,000 s.f. of office uses. However, an improvement plan and final plat were never submitted. The majority of the subject area remains vacant and undeveloped.

- Parcel 2735-009-001 (0.41 acres) was developed with a business and professional office in 1963. City records indicate, however, that a business tax receipt has not been active on the property since 2023.
- A 0.46-acre portion of parcel 27028-004-03 is currently subject to a Chapter 163 Development Agreement (ORB 3369 Page 1080). Concurrent application DMA23-45430 proposes to remove this portion of parcel 27028-004-03 from the development agreement.

Staff Analysis

Factual Support

Proposed PD Plan and Standards

The associated PD Plan depicts development in two phases, a commercial development tract containing approximately 4.17 acres and a residential development tract containing approximately 2.66 acres. The maximum height of the development is proposed at 50-feet. Commercial uses are proposed to include all uses permitted by-right and by special exception in the B-2, Community Commercial, zoning Districts. Permitted residential uses include single-family detached, single-family attached (townhomes), and multi-family dwellings.

The PD plan indicates that twenty-five percent (25%) of the gross acreage will be preserved as open space, and ten percent (10%) will be preserved as aggregate open space. Additionally, a 40-foot-wide natural buffer is depicted along the southern property line between the proposed residential development tract and the existing single-family residential subdivision; and a 25-foot-wide natural buffer is depicted between the eastern entrance roadway and said existing single-family residential subdivision. The PD Standards Book indicates that parking, landscaping, signage, and required buffers will be consistent with the Land Development Regulations and more specifically addressed at the time of site plan review.

Neighborhood Meeting

A neighborhood meeting was held in August 2023, with the agent providing information regarding the proposed development and nearby residents asking questions pertaining to access point locations, cross access between NE 49th Avenue and the adjacent Shopping Center development, traffic, buffering and setbacks, allowable uses, and a prohibition on mini-warehouse (self-service storage) development. Due

to the time elapsed between the neighborhood meeting and public hearings, the applicant provided a written statement identifying that no substantial changes to the proposed PD Plan have been made.

Consistency with Comprehensive Plan

The requested zoning change is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. Future Land Use Element Policy 6.3: Low Intensity: The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.

The form of buildings and development may be regulated for specified areas by a Form Based Code or Corridor Overlay. Buildings may have larger setbacks from the street and public right-of-way than other mixed-use districts. Buildings may have surface parking between the building and the street, though rear and side yard parking is encouraged for non-residential uses. Low Intensity areas may have large open space areas such as community and regional parks, trails, or surface stormwater management facilities designed as amenities.

The minimum density and intensity in this future land use category is 3 dwelling units per gross acre or 0.00 FAR. The maximum density and intensity is 18 dwelling units per acre or 0.75 FAR.

Staff Comment: Unifying the underlying Future Land Use (FLU) for the whole Planned Development will allow for a more consistent application of land use and intensity. The intensity of the proposed PD Plan is consistent with Low Intensity FLU. The mixed-use development proposed within the PD is consistent with the intention of the Low Intensity FLU. Many properties along E Silver Springs Boulevard (SR 40) are designated as Low Intensity FLU.

2. Future Land Use Element Policy 6.4: Neighborhood. The intent of the Neighborhood category is to identify and reserve predominantly residential and ancillary uses. Existing street pattern, tree canopy cover, character, and residential occupancy shall be considered when designating areas with the Neighborhood category. The form of buildings and development may be regulated by a Corridor Overlay. Residential is the primary use. Single-family uses are allowed based on the Land Development Code, up to the maximum density permitted by the Comprehensive Plan. Multi-family uses shall be reviewed through the development process to determine compatibility, with specific approval criteria being further defined in the Land Development Code.

Concentrated areas of neighborhood-serving non-residential (e.g., commercial, office, institutional, educational facilities, recreational or cultural) facilities, at intensities compatible with surrounding neighborhoods, may be permitted. These uses are intended for locations on thoroughfares and collectors within the edges of the neighborhood districts. The type, size, location and justification for such non-residential facilities shall be based upon the existing and planned availability of supporting street networks, transit and other public facilities to promote convenience, reduced travel distance, conservation of energy, building and site design, as well as market demand for use as support to the surrounding neighborhood area and impact on the neighborhood residents.

The Neighborhood category is generally characterized as a walkable form with unique and identifiable neighborhoods where the predominant land use is residential and the primary modes of transportation include walking, bicycles, automobiles, and bus transit. Buildings are generally low and mid-rise in character. Housing types associated with this category are predominately single-family detached homes, attached homes like row houses or townhomes, and garden style multi-family buildings. The history, character, and connectivity of existing neighborhoods should be considered when evaluating development proposals. Higher densities on existing small lots may be allowed in order to create a mix and diversity of housing types.

Parks and open spaces ranging in size should be provided throughout the Neighborhood land use category areas. Stormwater management facilities should be designed as recreational amenities and included in parks and open spaces. Public parks or open spaces should be located within walking distance of the majority of housing units within neighborhoods. Parking for non-residential uses will be limited and located on the street and in the rear of the building screened from surrounding residential uses. Non-residential uses should be accessible by sidewalks, bikeways and public transit.

There is no minimum density and intensity in this future land use category. The maximum density before any incentives is 5 dwelling units per gross acre for single family residential and 12 dwelling units per gross acre for multifamily residential. The maximum intensity before any incentives for non-residential development is 0.25 FAR.

Staff Comment: Concurrent application LUC23-45427 proposes to change the land use of parcels 2735-006-017 and 2735-009-002 from Neighborhood to Low Intensity to standardize the Future Land Use designation across the entire PD.

3. Future Land Use Element Policy 7.2: City guidelines shall be context-sensitive to providing appropriate transitions between adjacent land uses with particular emphasis on building compatibility between neighborhoods and non-residential uses.

Staff Comment: The subject development provides a key transition between the commercial uses found along E Silver Springs Boulevard, and the single-family residential neighborhood to the south. The proposed PD zoning district provides for development at a density that is contextually appropriate for the area.

4. Future Land Use Element Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.

Staff Comment: As identified in the Level of Service Analysis below, there appears to be adequate public facilities exist to service the subject property.

Consistency with Land Development Regulations

The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

1. Section 122-941(b): A rezoning to PD with a PD plan shall meet the following minimum requirements: (1) One-acre minimum site; (2) a five-acre or more site shall include at least two uses with any one use not less than ten percent (acreage or square footage) of the total site, except in the

case of residential developments, which are permitted to be single-use; (3) must be located on a public roadway with at least 100 feet of frontage.

Staff Comment: The subject development contains approximately 6.83 acres and has approximately 450 feet of frontage along E Silver Springs Boulevard. The PD Plan proposes a 4.17 acre commercial tract (approximately 61.05% of the site area) and a 2.66 acres residential tract (approximately 38.9% of the site area). The request meets the requirements for consideration of rezoning to the PD zoning district set forth by the Code of Ordinances.

2. Section 122-244 – *District criteria:* Zoning districts allowed under the current land use classification.

| | |
|----------------------|--|
| Neighborhood | R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, B-1, B-1A, G-U, INST, A-1, PD , FBC |
| Low Intensity | R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, O-1, OP, B-1, B-1A, B-2, B-2A, B-4, B-5, SC, M-1, M-2, G-U, INST, A-1, PD , FBC |

Staff Comment: The PD zoning district is a permitted district within the subject property’s current Neighborhood and Low Intensity Future Land Use Categories. It is noted that proposed B-2 commercial uses are only consistent with the Low Intensity FLU. Concurrent application LUC23-45427 proposes to change the land use of parcels 2735-006-017 and 2735-009-002 from Neighborhood to Low Intensity to standardize the Future Land Use designation across the entire PD.

3. Section 122-942(a): – *Planned Development Required Standards:* In reaching recommendations and decisions as to rezoning land to a PD district and approving a conceptual site development plan, the planning and zoning commission and city council shall apply the following standards, in addition to the requirements of this chapter applicable to the rezoning of land generally:

- (1) *Access.* Every permitted use in a PD shall have access to a public street directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access.

Staff Comment: The proposed development has one primary access point on E Silver Springs Boulevard; FDOT has indicated that this access may be limited to a right-in and right-out only traffic movement. An additional access connects to NE 49th Avenue, providing cross access to the neighboring shopping center development. The PD plan proposes 50-foot-wide rights-of-way.

- (2) *Buffers.* When a PD abuts a less intensive use, it will be required to adhere to section 122-260, pertaining to buffer specifications, at a minimum. City council may require additional buffering based on individual circumstances.

Staff Comment: The proposed development abuts a single-family residential subdivision. The PD Plan depicts a 40-foot-wide natural buffer along the southern property line between the proposed residential development tract and the existing single-family residential subdivision, and a 25-foot-wide natural buffer is depicted between the eastern entrance roadway and the subdivision.

- (3) *Underground utilities.* Within a PD, all utilities, including telephone, television cable and electrical systems, shall be installed underground in accordance with current city policies and standards. Appurtenances to these systems which require above ground installation must be effectively screened, and thereby may be excluded from this requirement.

Staff Comment: Existing overhead powerlines run along the northern boundary of the subject property along the right-of-way of E Silver Springs Boulevard. New onsite utilities shall be located underground such that tree installations are possible without conflict.

- (4) *Open space.* Open space requirements for a PD are as follows:

- (a) Open space shall include active and passive recreation areas such as courtyards, streetscapes/sidewalks, playgrounds, golf courses, waterways, landscaped yards and patios, lagoons, floodplains, nature trails, roof areas, and other similar open spaces. Water retention areas that are designed as aesthetic lakes or ponds for passive or active recreational use may also be counted as open space, as long as these areas are designed to retain a minimum of three feet of water at all times.

Staff Comment: The PD plan proposed a minimum 25% gross open space, and 10% aggregate open space.

- (b) Fenced water retention areas, open water areas beyond the perimeter of the site, street right-of-way, driveways, off-street parking areas and off-street loading areas shall not be counted in determining open space. Side yards less than six feet wide shall not be counted as open space.

Staff Comment: Open space is provided in accordance with Section 122-924(4). Gross open space provided is calculated at 1.71-acres (74,379 square feet).

- (c) Open space shall be clustered into larger tracts/areas. Buildings and structures should be clustered so that the open space is usable to the occupants/residents rather than merely providing spacing between buildings or structures. Zero lot line and clustered design is encouraged. Front, side and rear yards in single-family residential areas shall not be counted as aggregate open space.

Staff Comment: Specific locations for open space will be determined during site plan review. The PD Standards Book specifies that open space shall be clustered into larger tracts/areas. Aggregate open space will be provided by the overall PD via common area retention facilities, pedestrian facilities, and common area landscaping.

- (d) There shall be a minimum open space requirement of 25 percent of the total gross acreage for all development in any PD project. For single-use residential PD projects, the minimum open space requirement shall be 40 percent. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD.

Staff Comment: The PD plan proposed a minimum 25% gross open space, and 10% aggregate open space.

- (5) *Unified control.* The applicant shall furnish the city with sufficient evidence to the satisfaction of the city attorney that the applicant is in the complete, unified and otherwise-unencumbered control of the entire area of the proposed planned development, whether the applicant be an individual, partnership, corporation, other entity, group or agency. The applicant shall provide

the city all necessary documents and information that may be required by the city attorney to assure the city that the development project may be lawfully completed according to the plans sought to be approved.

Staff Comment: The agent submitted a Statement of Unified Control to the City in November 2023.

- (6) *Phasing.* City council may allow or require phasing of the proposed development. All phasing must be related to previous development, surrounding properties, and available public facilities and services, where a failure to proceed with subsequent phases of development will have no adverse impact on the completed phase(s) or surrounding properties.

Staff Comment: The associated PD Plan depicts development in two phases, a commercial development tract containing approximately 4.17 acres and a residential development tract containing approximately 2.66 acres.

- (7) *Platting.* All uses/parcels meeting the definition of a subdivision shall meet chapter 114 (subdivisions) requirements.

Staff Comment: Subsequent to PD approval by City Council, the conceptual subdivision may be submitted for review.

- (8) *Site plan review.* Development requiring site plan review shall comply with Chapter 122, Article IV. A final site plan shall be consistent with a final development plan.

Staff Comment: Subsequent to PD approval by City Council, the site plan may be submitted for review.

- (9) *Development.* A development meeting the criteria for a shopping center shall comply with all regulations as set forth in division 29 of chapter 122 (shopping centers) except for: subsections 122-908(7),(8) and (9) and 122-918(a)(l).

Staff Comment: N/A.

- (10) *Access to utility systems and public services.* A PD shall be located in relation to sanitary sewer lines, water lines, storm/surface drainage systems, and other utility systems.

Staff Comment: Utility services are outlined in detail in the Level of Service Analysis below. All utility services are located in proximity to the development.

Variations from Code of Ordinances

The applicant is not requesting any variations from the Code of Ordinances.

Level of Service (LOS)

Transportation: The subject segment of NE 49th Avenue is an unclassified roadway under the Ocala-Marion TPO Congestion Management Plan. Automotive traffic will likely access the properties via E Silver Springs Boulevard (SR 40). The 2023 congestion management data from the Ocala-Marion TPO for the affected roadway(s) is provided below.

Adopted LOS / Available Capacity:

| Road/ Street Name | Lanes | Speed Limit | Functional Classification | Adopted LOS | LOS Capacity | 2023 AADT | Existing LOS |
|----------------------|-------|----------------|------------------------------|----------------|-----------------|--------------|-----------------|
| E Silver | 4 | 45 MPH | Arterial | D | 38,430 | 22,300 | C |

| | | | | | | | |
|---------------------------------|--|--|--|--|--|--|--|
| Springs Boulevard (SR 40) | | | | | | | |
|---------------------------------|--|--|--|--|--|--|--|

Developments proposing to generate 100 or more net new PM peak hour trips are required to submit a traffic study as part of the subdivision review. The affected segment of E Silver Springs Boulevard (SR 40) is currently operating above the adopted Level of Service.

Potable Water: City utilities are available at this location; any new connections will be determined during the site plan review process. City water mains run along E Silver Springs Boulevard and NE 49th Avenue.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City’s water system is 24.4 million gallons daily (mgd).

Sanitary Sewer: City utilities are available at this location; any new connections will be determined during the site plan review process. City gravity mains run along E Silver Springs Boulevard and NE 49th Avenue.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd).

Solid Waste: The subject properties are located within the City’s service area; refuse pickup will be determined during the subdivision review process.

- *Adopted Level of Service (LOS) Solid Waste:* 0.0112 pounds per square foot of occupied building space per day for non-residential development, and 3.54 pounds per capita per day for residential development.
- *Available Capacity:* Solid waste is transported to facilities outside of the City.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City’s 69,283 population requires 318.70 developed park acres. The city currently owns and maintains 622.27 developed park acres, pursuant to the Fall 2024 Activity Guide released by the Recreation and Parks Department.

Other Public Facilities:

The following public facilities do not have adopted Level of Service standards and are provided as additional information.

Stormwater: The subject properties are not located within a Flood Zone. For any future redevelopment, 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.

Electric: The subject properties are within the Ocala Electric Utility service territory.

Fiber: Service is not currently available at this location.

Fire Service: Ocala Fire Rescue Station #5 is located approximately 3.0 miles from the subject properties, at 2340 NE 25th Ave. This distance exceeds the desired industry standard of 1.5 miles for fire service.

Schools: The subject property is serviced by Ocala Springs Elementary (operating at 121.48% capacity), Fort King Middle (68.36%) and Vanguard High Schools (89.33%). The proposed rezoning of may generate up to 6 additional Elementary School-aged students, 3 additional Middle School-aged students, and 4 additional High School-aged students.

| Project Dwelling Units (SFR) | | | |
|-------------------------------------|------------------------------------|--|--|
| School Level | SFR Student Generation Rate | 7 SFR (min. 3 d.u./acre permitted by FLU) | 47 SFR (max. 18 d.u./acre permitted by FLU) |
| E | 0.13 | 0 | 6 |
| M | 0.064 | 0 | 3 |
| H | 0.094 | 0 | 4 |
| Project Dwelling Units (MFR) | | | |
| School Level | MFR Student Generation Rate | 7 MFR (min. 3 d.u./acre permitted by FLU) | 47 MFR (max. 18 d.u./acre permitted by FLU) |
| E | 0.139 | 0 | 6 |
| M | 0.056 | 0 | 2 |
| H | 0.067 | 0 | 3 |

Staff Findings and Recommendation

- The proposed rezoning is consistent with the Low Intensity Future Land Use classification pursuant to Code of Ordinances Section 122-244.
- The PD Plan is consistent with the minimum standards for a PD District (Section 122-942).
- The proposed rezoning is compatible with the surrounding development, the Comprehensive Plan, and the City’s Code of Ordinances.
- Adequate public facilities exist to service the proposed development.

The following conditions of approval are recommended for consideration:

1. Residential density shall only apply to the 2.66-acre residential tract. Commercial intensity shall only apply to the 4.17-acre commercial tract.
2. All buildings shall be consistent with the architectural types reflected in the PD Standards Book.
3. All access to future outparcels must be from internal roadways.
4. Access to E Silver Springs Boulevard (SR 40) shall be coordinated with Florida Department of Transportation (FDOT). Driveway access location shall be subject to the approval of a traffic study pursuant to the City’s adopted Traffic Impact Analysis guidelines.

5. All freestanding signage shall be ground mounted and match similar sign materials in the area, and signage for the commercial tract shall comply with the regulations of Section 110-153, Shopping Centers.

Staff Recommendation: Approval of PD23-45431 with conditions

CASE MAP

Case Number: PD23-45431

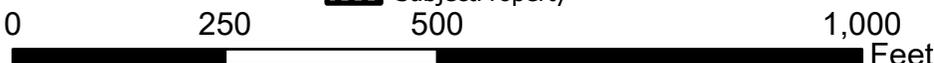
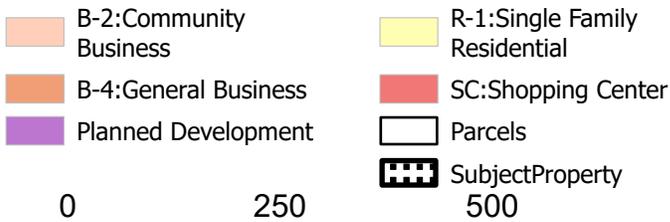
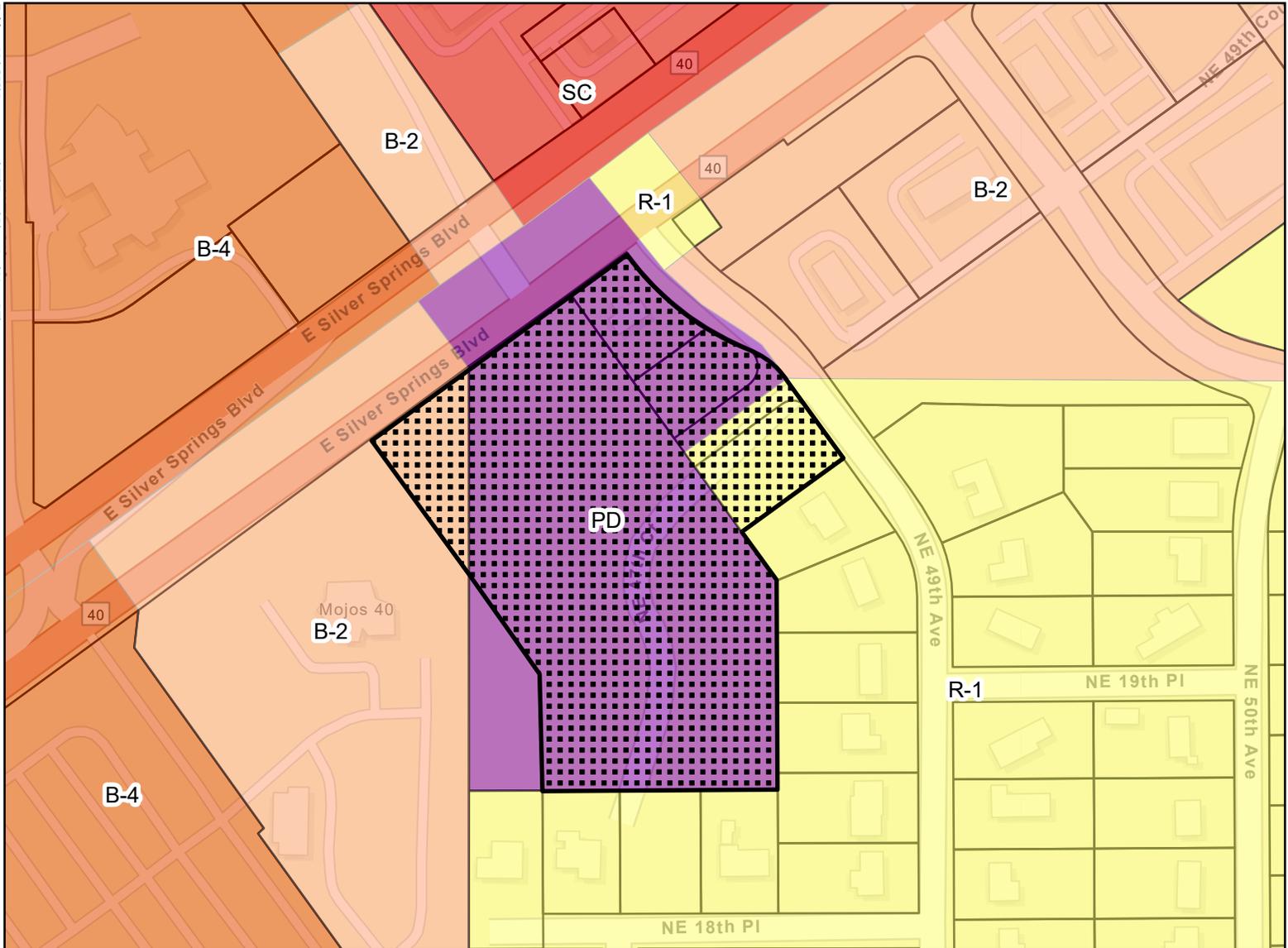
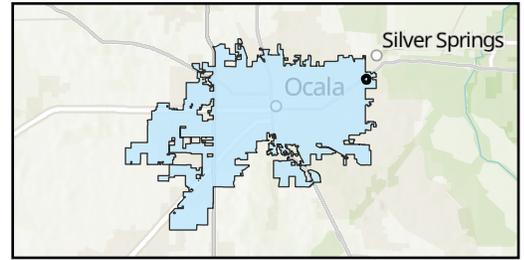
Parcel: 2735-009-002

Property Size: Approximately 6.83 Acres

Land Use Designation: Low Intensity and Neighborhood

Zoning: PD, Planned Development

Proposal: Rezone from PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business, to PD, Planned Development, for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard



CASE MAP

Case Number: PD23-45431

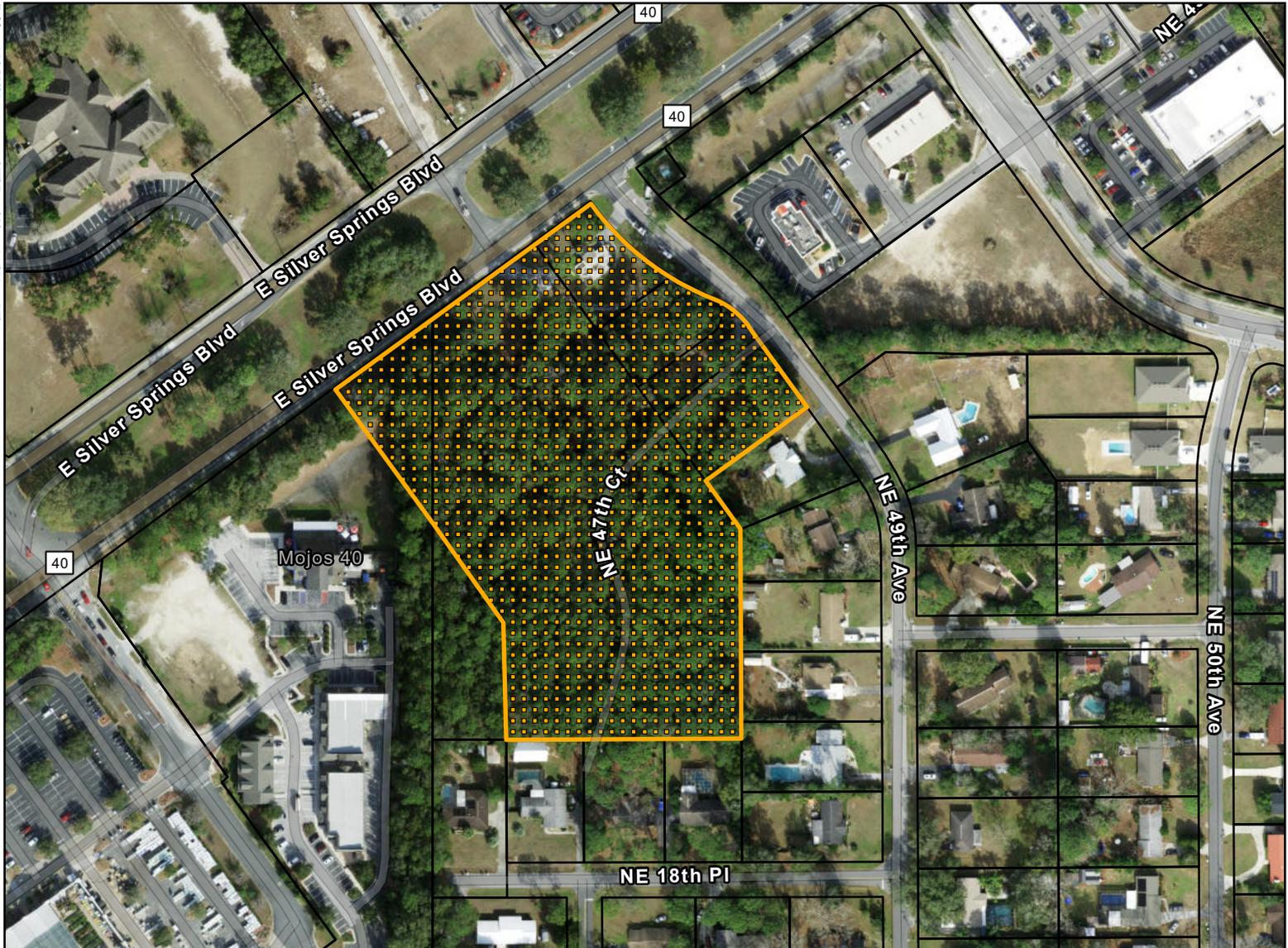
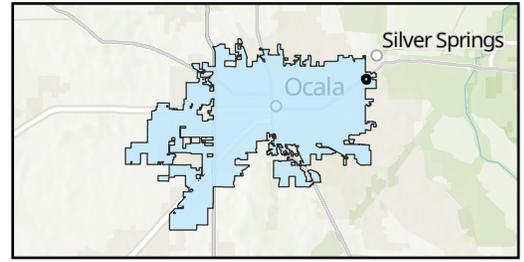
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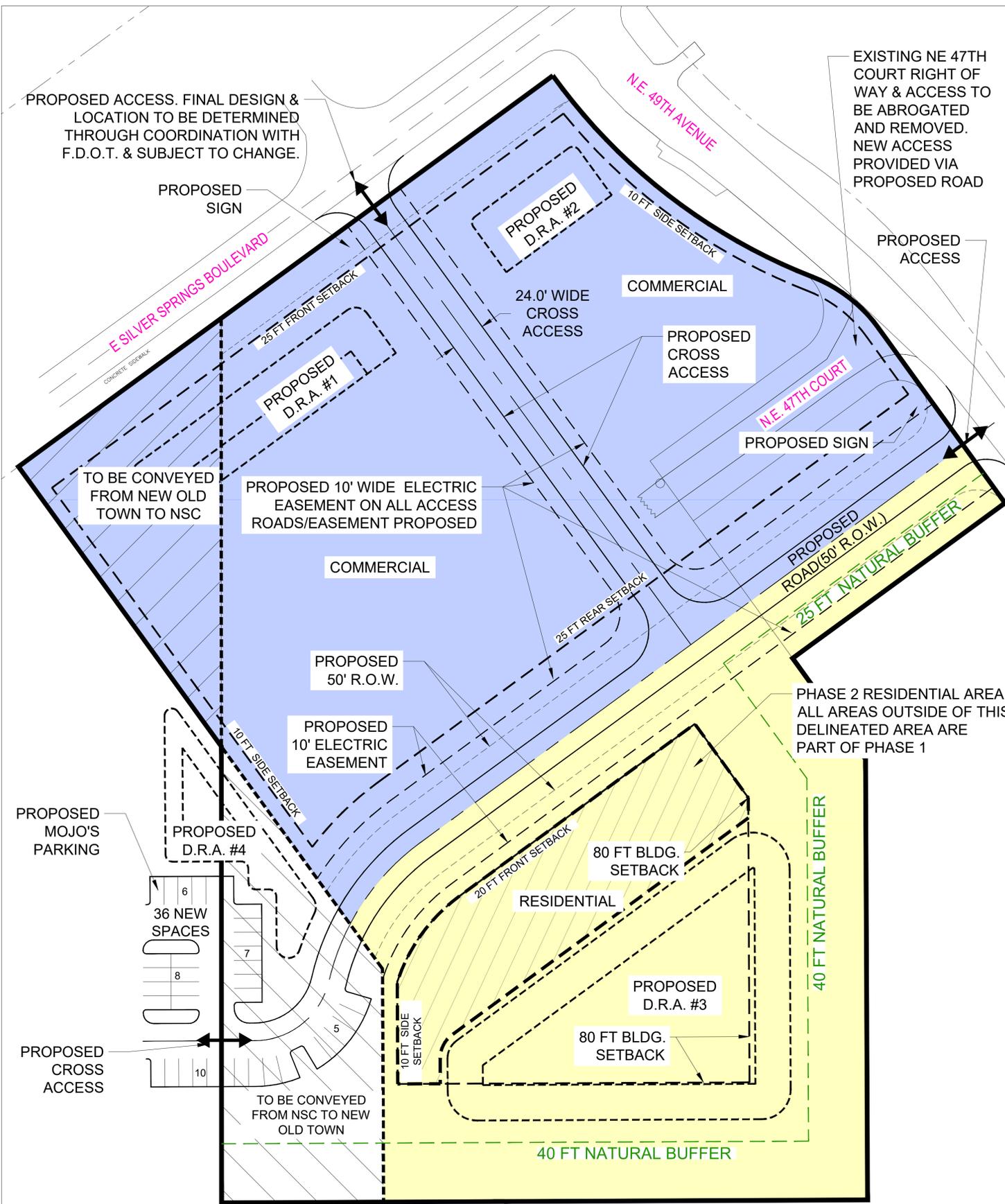


 SubjectProperty

 Parcels



Folder: M:\GIS\Department\IT\Plan\Planning\May_P21



CONCEPTUAL PD PLAN
SCALE: 1"= 40'

| DATE: | REVISION DESCRIPTION: |
|------------|---|
| 2-27-2024 | REVISIONS BASED ON CITY OF OCALA COMMENTS |
| 01-10-2025 | REVISIONS BASED ON CITY OF OCALA COMMENTS |
| 02-26-2025 | REVISIONS BASED ON CITY OF OCALA COMMENTS |
| 05-05-2025 | REVISIONS BASED ON CITY OF OCALA COMMENTS |
| 05-29-2025 | UPDATED LEGAL DESCRIPTIONS |

SCALE:
1"=40'

MASTROSERIO ENGINEERING, INC
CIVIL * ENVIRONMENTAL * SITE DESIGN
170 SE 32ND PLACE
OCALA, FL 34471
PH: (352)433-2185
PAOLO@MASTROSERIOENG.COM

DRAWING FILE:
PD MASTER
DATE:
12-04-2024

DESIGNED BY: PM
DRAWN BY: PM
CHECKED BY: PM

ENGINEER'S CERTIFICATION:
DATE:
PAOLO MASTROSERIO, P.E. 58691
MASTROSERIO ENGINEERING, INC. C.A.#26159
170 SE 32ND PLACE
OCALA, FL 34471

SITE DATA:

PROJECT NAME: NSC SILVER SPRINGS PD PLAN
PROJECT LOCATION: SEC 12, TWP. 15S, RGE. 22E
P.I.D.: 2735-009-001, 2735-009-002, 2735-000-002, 2735-006-017
OWNER: NSC SILVER SPRINGS, LLC.
ADDRESS: 4800 E SILVER SPRINGS BLVD. OCALA FL. 34470
SITE AREA: 6.83 ACRES +/-
ZONING: PD
LAND USE: NEIGHBORHOOD & LOW INTENSITY
CONTACT: TODD RUDNIANYN
PHONE: 352-239-1555

PROPOSED DEVELOPMENT:

THE PROPOSED DEVELOPMENT ON THIS SITE WILL BE A MIXED USE OF RETAIL AND RESIDENTIAL UNITS. THE PROPOSED DEVELOPMENT OF THE SITE IS ANTICIPATED TO BE WITHIN A 10 YEAR PERIOD. THE DEVELOPMENT IS TO BE PLATTED IF SUBDIVIDED.

A PD DEVELOPERS AGREEMENT PURSUANT TO SEC. 122-944(D) SHALL BE PROVIDED AT FINAL PLAN SUBMITTAL.

THE PROPOSED RETAIL DEVELOPMENT AREA IS APPROXIMATELY 4.17 ACRES

THE PROPOSED RESIDENTIAL DEVELOPMENT AREA IS APPROXIMATELY 2.66 ACRES

THE PROPOSED NUMBER OF BUILDINGS WILL DEPEND ON FINAL SITE PLAN DESIGN. THE BUILDINGS SHALL HAVE A MAXIMUM HEIGHT OF 50 FEET.

THE BUILDING SETBACKS SHALL BE 25 FEET ON THE FRONT, 10 FEET ON THE WEST SIDE OF THE PROPERTY, 80 FEET ON THE SOUTH SIDE ADJACENT TO THE RESIDENTIAL PROPERTY, AND 10 FEET ALONG THE EAST SIDE OF THE PROPERTY AND ALONG NE 49TH AVENUE.

SITE COVERAGE:

TOTAL SITE AREA = 297,646.47 S.F. +/- = 6.83 ACRES +/-
ESTIMATED BUILDING AREA BASED ON 0.75 F.A.R. = 223,235 S.F. +/-

OPEN SPACE:

THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25% OF THE GROSS TOTAL ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST 10% OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USEABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.

OPEN SPACE REQUIRED FOR THIS SITE = (297,646.47 X 0.25) = 74,412 S.F.

AGGREGATE OPEN SPACE REQUIRED FOR THIS SITE = (74,412 X 0.10) = 7,441 S.F.

DRAINAGE SUMMARY:

THIS DEVELOPMENT SHALL UTILIZE AN ONSITE DRAINAGE FACILITY. THE RETENTION AREA SHALL BE PRIVATE.

THE RETENTION AREA SHALL BE MAINTAINED BY THE OWNER.

STORMWATER SHALL BE ROUTED VIA CURB & INLET SYSTEMS TO THE PROPOSED RETENTION AREAS WHICH WILL ATTENUATE THE 100YR-24HR POST STORM EVENT.

ALL FINISH FLOOR ELEVATIONS OF THE PROPOSED BUILDINGS SHALL BE SET AT 1 FT ABOVE THE MAXIMUM STAGE REACHED IN THE PROPOSED RETENTION AREA FOR THE 100YR-24HR POST STORM EVENT.

PARKING:

PARKING WILL BE PROVIDED AT THE TIME OF SITE PLAN DEVELOPMENT & WILL ADHERE TO CITY CODE REQUIREMENTS.

IMPORTANT CONCEPTUAL PLAN NOTE:

THE PRIOR CONCEPTUAL PD PLAN WAS APPROVED BY THE CITY OF OCALA VIA RESOLUTION 2016-4.

THE OVERALL GENERAL INTENT OF THE PLACEMENT OF THE PROPOSED BUILDINGS, SIDEWALKS, INTERNAL DRIVEWAYS, LANDSCAPING, AND DRAINAGE RETENTION AREAS WILL BE PROVIDED IN THE FUTURE FINAL SITE PLAN. THE PROPOSED PRESERVED BUFFER AREAS MUST BE PROVIDED ON THE FINAL SITE PLAN AND CAN NOT BE ALTERED.

WATER & SEWER:

CENTRAL WATER & SEWER SERVICES FOR THE PROPOSED BUILDINGS WILL BE AT THE OWNERS EXPENSE. THE OWNER WILL CONNECT TO THE EXISTING CITY OF OCALA CENTRAL WATER & SEWER SYSTEMS.

ELECTRIC UTILITIES:

ELECTRICAL UTILITIES SHALL BE PROVIDED BY THE EXISTING OCALA ELECTRIC UTILITIES LOCATED ADJACENT TO THE SITE.

PUBLIC WORKS:

THIS SITE WILL BE SERVED VIA DUMPSTER PADS. A COMMERCIAL IMPACT FEE WILL BE REQUIRED AND DETERMINED AT TIME OF SITE PLAN SUBMITTAL.

FIRE DEPARTMENT:

BUILDING(S) SHALL HAVE APPROVED ADDRESS NUMBERS PLACED IN A POSITION TO BE PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. ADDRESS NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. NUMERALS SHALL BE NOT LESS THAN SIX INCHES IN HEIGHT FOR RESIDENTIAL BUILDINGS, STRUCTURES, OR PORTIONS THEREOF.

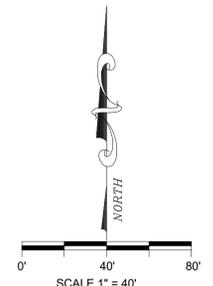
PROPOSED SIGNAGE:

SIGN LOCATIONS ARE SHOWN ON THIS PLAN IN CONCEPT. FINAL SIGN DESIGN AND PLACEMENT WILL BE DETERMINED AT TIME OF SITE PLAN SUBMITTAL AND MUST BE IN ACCORDANCE WITH THE CURRENT CITY OF OCALA CODE REGULATIONS AT THE TIME OF DEVELOPMENT.

DESCRIPTION:

A PARCEL OF LAND LYING IN THE N.W. 1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA AND LYING IN THE N.E. 1/4 OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ALSO BEING ALL OF LOTS 1 AND 2, BLOCK I AND LOT 17, BLOCK F OF GLYNNWOOD UNIT ONE, AS RECORDED IN PLAT BOOK G, PAGE 91, LOTS 3 THROUGH 5, PORTIONS OF LOTS 6 THROUGH 9, BLOCK I, AND LOTS 1 THROUGH 4, BLOCK F GLYNNWOOD UNIT FOUR, AS RECORDED IN PLAT BOOK H, PAGE 6, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL OF N.E. 47TH COURT AS SHOWN ON SAID PLATS, AND A PORTION OF LOT 3 OF LOWE'S AUTUMN COMMERCIAL CENTER, AS RECORDED IN PLAT BOOK 7, PAGE 171 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GLYNNWOOD UNIT FOUR, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 40 (BEING A 200 FOOT RIGHT OF WAY) (ALSO KNOWN AS EAST SILVER SPRINGS BOULEVARD), THENCE ALONG SAID RIGHT OF WAY LINE, N.53°56'32"E., A DISTANCE OF 278.25 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY OF N.E. 49TH AVENUE (BEING A RIGHT OF WAY WIDTH THAT VARIES), SAID POINT ALSO BEING ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 393.18 FEET, A CENTRAL ANGLE 32°16'51" AND CHORD BEARING AND DISTANCE OF S.51°58'43"E., 218.60 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 221.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 121.25 FEET, A CENTRAL ANGLE 32°10'45" AND CHORD BEARING AND DISTANCE OF S.52°04'45"E., 87.00 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 67.89 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.36°02'23"E., A DISTANCE OF 140.67 FEET TO THE S.E. CORNER OF THE AFOREMENTIONED LOT 17, BLOCK F OF GLYNNWOOD UNIT ONE; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF LOT 17, S.53°58'20"W., A DISTANCE OF 178.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF THE AFOREMENTIONED LOT 1, BLOCK F OF GLYNNWOOD UNIT FOUR; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, S.35°56'56"E., A DISTANCE OF 84.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOT 1, ALONG THE EASTERLY BOUNDARY OF LOTS 2 THROUGH 4, BLOCK F OF SAID GLYNNWOOD UNIT FOUR, S.00°15'24"E., A DISTANCE OF 298.65 FEET TO THE S.E. CORNER OF SAID LOT 4; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOTS 2 THROUGH 4, ALONG THE SOUTH BOUNDARY OF LOT 4 BLOCK F AND LOT 9 BLOCK 1, S.89°44'35"W., A DISTANCE OF 329.47 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°15'25"W., A DISTANCE OF 157.99 FEET; THENCE N.36°03'28"W., A DISTANCE OF 186.37 FEET TO A POINT ON THE WEST BOUNDARY OF THE AFOREMENTIONED GLYNNWOOD UNIT FOUR; THENCE DEPARTING SAID WEST BOUNDARY, N.36°03'28"W., A DISTANCE OF 234.69 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 40; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N.53°56'32"E., A DISTANCE OF 170.72 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 6.83 ACRES MORE OR LESS.



LOCATION MAP
SCALE: 1"= 200'

OPERATION & MAINTENANCE:

A LEGALLY FILED MAINTENANCE AGREEMENT SHALL BE FILED WITH THE FINAL PD PLAN. THE OWNER OR THEIR SUCCESSORS OR ASSIGNS WILL MAINTAIN THE PROPOSED IMPROVEMENTS ON THIS SITE.

LANDSCAPE & IRRIGATION DESIGN:

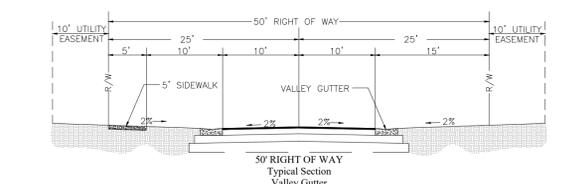
A LANDSCAPE ARCHITECT WILL BE REQUIRED TO DESIGN THE LANDSCAPE AND IRRIGATION PLAN FOR THE PROPOSED DEVELOPMENT.

TREE PRESERVATION & PROPOSED TREES:

A CERTIFIED ARBORIST OR SIMILAR HORTICULTURAL PROFESSIONAL LANDSCAPE ARCHITECT WILL BE REQUIRED TO REVIEW THE FINAL PD PLANS AND MUST ALSO REVIEW ALL CONSTRUCTION ACTIVITIES IN ORDER TO ENSURE THE HEALTHY SURVIVAL OF PRESERVED AND PROPOSED TREES.

PROPOSED DEVELOPMENT SCHEDULE:

THE PROPOSED DEVELOPMENT CONSTRUCTION SCHEDULE IS ANTICIPATED TO BEGIN WITHIN 10 YEARS OF THE PROPOSED PD PLAN APPROVAL. THIS TIMELINE IS ONLY AN ESTIMATE AND IS NOT A GUARANTEE. NOR DOES THIS ESTIMATE INCLUDE THE ENTIRE DEVELOPMENT OF THE SITE AS THIS MAY OCCUR IN PHASES BASED ON ECONOMIC CONDITIONS.



TYPICAL ROADWAY SECTION

PROJECT: NSC SILVER SPRINGS - PD PLAN
COUNTY, STATE, SEC/TWN/RGE.: MARION COUNTY, FL 12/15S/22E

TITLE: NSC SILVER SPRINGS PD PLAN

JOB#: 20-13

SHEET
1 OF 1

**NSC SILVER SPRINGS
PLANNED DEVELOPMENT
PD STANDARDS**

May 2025



**INTERNATIONAL PROPERTY
SERVICES, CORP.** REALTOR® 

INTERNATIONAL PROPERTY SERVICES, CORP.

2441 NE 3RD ST SUITE 201

OCALA, FL 34470

352.629.6101

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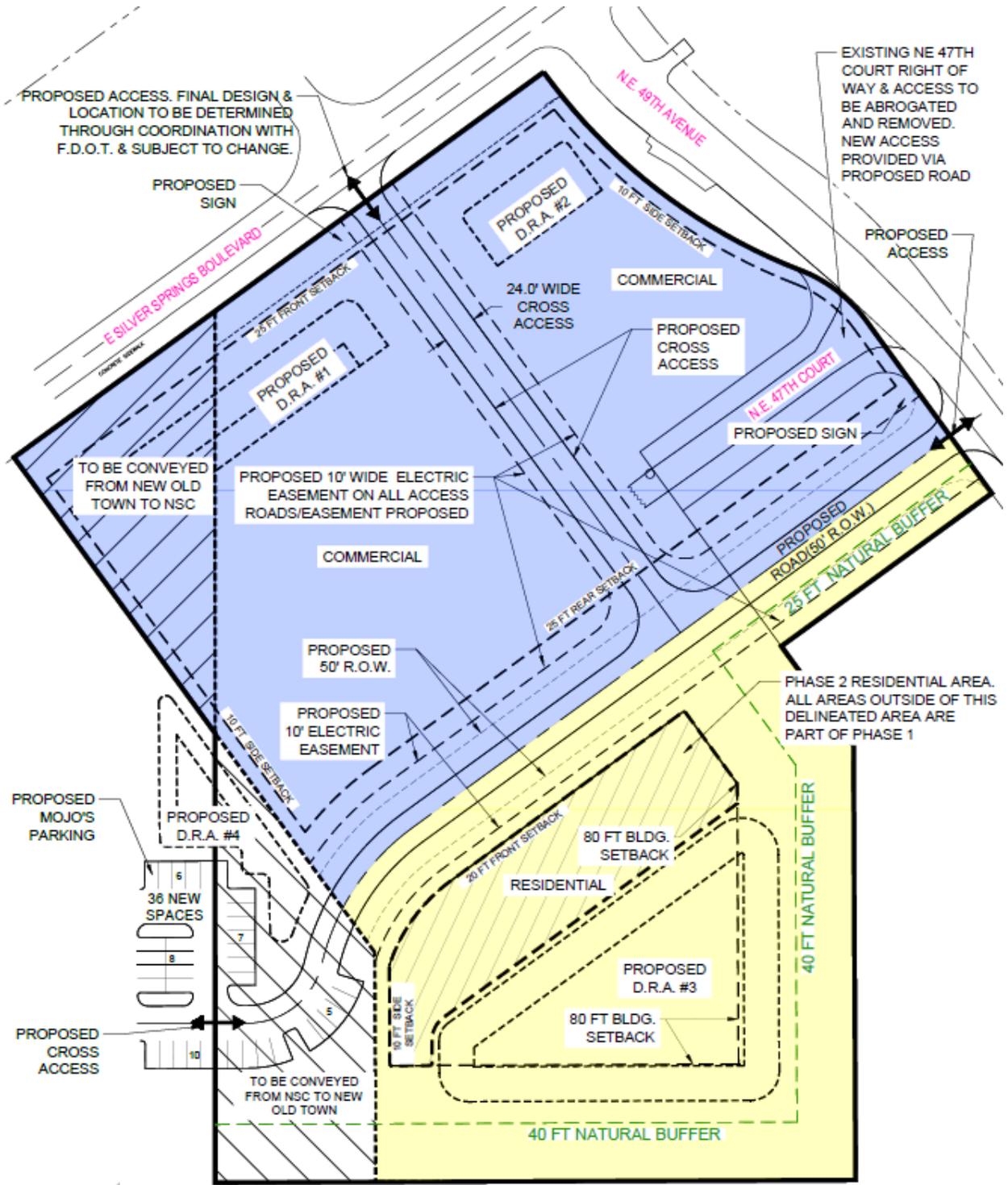
CONCEPTUAL PD SITE PLAN..... 3

INTRODUCTION..... 4

DEVELOPMENT STANDARDS..... 6

ARCHITECTURAL STYLES & EXAMPLES..... 10

CONCEPTUAL SITE PLAN



CONCEPTUAL PD PLAN
SCALE: 1" = 40'

INTRODUCTION

The “NSC Silver Springs Planned Development” is approximately 6.83 acres located within the City of Ocala (the City), South of Silver Springs Blvd (Highway 40) and west of NE 49th Avenue. The Planned Development (PD) comprises of the NSC Silver Springs Property (parcels: 2735-000-002, 2735-009-001, 2735-009-002, and 2735-006-017) and a portion of the New Old Town Village Property (parcel: 27028-004-03). The property is located within an area of the City that includes existing land uses that support the goals defined in the City’s Comprehensive Plan.

The “NSC Silver Springs Planned Development” includes a development plan that allows commercial and retail development generally adjacent to NE Silver Springs Boulevard, transitioning to residential uses for the remainder of the PD area adjacent to the Glynwood Subdivision. This project is intended to be platted and developed in two phases - Phase I Commercial and Phase II Residential. An 80 foot building setback has been provided along existing residential uses within the Phase II Residential. This setback may include utilities, drainage retention, aggregate open space, passive recreation areas, and buffers. No variances are requested at this time, however, at the time of site plan review, variances may be requested.

The PD Plan for “NSC Silver Springs Planned Development” provides a guideline for the development patterns, design elements, and vehicular and pedestrian mobility systems, at a conceptual level for this project.

These Standards serve as the basis for the planning and development efforts of the plan, following the provisions of the City’s Planned Development district and Low Intensity Future Land Use classification. The PD Plan is comprised of several constituent parts intended to provide assurance that the development of the property complies with the requirements of the City’s Comprehensive Plan and Chapter 122 of the Code of Ordinances. The PD Plan and Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for development within this area.

The Standards have been prepared to encourage and regulate the commercial and residential use of the development in accordance with this document, including building and site design elements. This application is consistent with the City of Ocala’s Low Intensity Use classification and Planned Development zoning district.

The PD Plan identifies and graphically depicts the Planning Tracts or “Tracts” and provides the land uses and density/intensity within each area. The “Tracts” have been noted below.

These Standards may be amended, as permitted in Sec. 122-946, by the Applicant and/or their designee, from time to time, to reflect changes in market conditions and development processes. The PD Plan includes Standards that have been developed based on existing site features, available infrastructure, the City’s overall vision for the area and similarly situated activity and employment centers. The PD Plan provides sustainable land use which is compatible internally and with adjacent properties. The Standards provide flexibility to best respond to current and future market forces, changes in building and development patterns and community demographics. The project’s proposed densities and intensities are consistent with the Low Intensity District Future Land Use classification of the city’s adopted Comprehensive Plan.

Table 1: NSC Silver Springs Plan Tracts

| Tract | Use and Intent |
|-------------------|--|
| Commercial/Retail | Commercial Retail uses including all uses permitted by-right or special exception in the B-2 zoning district as located along arterial highways or major roadway intersections. Development in this Tract may be in the form of single tenant, a building with multiple tenants, and/or, a series of buildings/lots. Car washes are not permitted. |
| Residential | Residential use consisting of single-family detached/attached and multifamily dwelling units. Multifamily may allow for a variety of densities and housing types. Units may include, single family detached, duplexes, triplexes, quadplexes, townhomes, villas, garden apartments, and multifamily apartments. |

DEVELOPMENT STANDARDS

The NSC Silver Springs PD is intended to provide for flexibility in design while meeting the City's intent for development within the area. These Standards and supporting application materials provide for a high standard of development and minimize impacts to and from adjoining land uses. The program distribution may be adjusted according to the needs of the community in accordance with the City's land development regulations provided the total densities and intensities included are not exceeded. The NSC Silver Springs PD provides appropriate setbacks, buffers, and development standards to mitigate impacts to and from existing adjoining uses.

*These standards apply in addition to the City of Ocala Land Development Regulations. In cases where these standards do not conflict with the requirements of the Land Development Regulations, then normal code requirements will apply.

Table 2: Development Standards for Commercial/Retail Tracts

| Standard | Requirements |
|---------------------------------|--|
| Tract size (acres ±) | ±4.17 Acres |
| Maximum Lot Coverage (FAR) | 0.75 |
| Minimum Front/Side/Rear Setback | The building setbacks shall be 25 feet on the front, 10 feet on the west side of the property, 25 feet on the south side adjacent to proposed east-west road, and 10 feet along the east side of the property. All uses and structures, except for buildings, are permitted within the building setback, subject to applicable zoning regulations, easements, and other governing restrictions. |
| Minimum Lot Size | 10,000 SF |
| Maximum Building Height | Buildings may not exceed 50 feet in height as defined by the City of Ocala Land Development Code. |
| Parking | Parking shall be pursuant to Section 122, Article V, Division 29, and Article VI of the Code of Ordinances. Developments may provide shared parking facilities as permitted by City Code or by parking study, as allowed under Section 122-1016. |
| Signage | Signage will be located adjacent to E. Silver Springs Boulevard, shall be based on the proposed use, and shall be determined at the Site Plan or Subdivision Plan development stage. Pedestrian and Wayfinding Signage may be provided and shall not be included in the overall site signage calculation. Signage shall be in accordance with the approved PD Plan and subject to the requirements of Chapter 110-151 through 110-155 of the Code of Ordinances. |
| Building Service Areas | Buildings shall be organized so that delivery and loading operations, HVAC equipment, dumpster locations, backflow preventers and other utility and service functions shall be incorporated into the overall design of the building and landscaping. Off street loading facilities shall comply with Sec. 122-982 of the Code of Ordinances. |
| Dumpsters | Dumpsters shall be screened consistent with City standards; with construction materials that complement the primary building. |
| Buffers | Buffers shall comply with 122-260 of the City of Ocala of Ordinances, except where shown otherwise on the PD Plan. Buffers and landscaping are proposed to be provided based on the type and intensity of development. |

| Standard | Requirements |
|--------------------------------|--|
| Open Space | 25% minimum. See notes and site data on plan. Open space shall be clustered into larger tracts/areas. Aggregate Open Space is provided by the overall PD via common area retention facilities, pedestrian facilities, and common area landscaping. |
| Building Articulation | Buildings shall be oriented toward public ROW. |
| Accent Materials | Accent features shall be provided to ensure an aesthetically pleasing development and may include elements reflected in the illustrative graphics and photographs included in the PD Plan and PD Standards including but not limited to pavers, landscape islands with vertical plantings, accent building materials, and other architectural features. |
| Tracts and Roadway Alignment | Tract acreage and delineation/boundary may be adjusted at the time of the final development plan for engineering and planning considerations. |
| Access | Tracts shall provide at least one access to a public or private road as generally illustrated on the PD Plan. The number and location of access points to internal roadways may be modified during the Site Plan or Subdivision Plan review process. Driveways shall conform to City of Ocala Driveway Policy. A non-exclusive cross access easement will be recorded. |
| Landscape | Landscaping planted within the PD shall meet all requirements in Chapter 118 of the City of Ocala Code of Ordinances, unless otherwise noted. A continuous hedge will be provided along NE 49 th Avenue. Buffers and landscaping are proposed to be provided based on the type and intensity of development. |
| Tree Preservation Requirements | Existing viable native shade trees will be saved when practical and buffers enhanced when necessary to meet code as required in Sec. 118-101.b of the City of Ocala Code of Ordinances. Tree Preservation is provided by the overall PD and shall be calculated on an aggregate basis. If the required number of shade trees cannot be preserved at the time of a parcel's development, then each developer shall mitigate per Sec. 118-101 to provide the required replacement inches or make a payment into the City's tree mitigation fund. |
| Minimum Tree Coverage | Post-development tree coverage within the PD shall comply with all requirements in Sec.118 of the City of Ocala of Ordinances. Tree Coverage is provided by the overall PD and shall be calculated on an aggregate basis. |

Table 3: Development Standards for Residential Tracts

| Standard | Requirements |
|--|--|
| Tract size (acres+/-) | ± 2.66 Acres |
| Intensity (Minimum and maximum density) | The minimum density and intensity is 3 dwelling units per gross acre. The maximum density and intensity is 18 dwelling units per acre. |
| Minimum Front/Side/Rear Setbacks (feet) | The building setbacks shall be 20 feet on the front, 10 feet on the west side of the property, 80 feet on the south and east side located to the rear of existing residential parcels. No building shall be allowed in the 25 foot natural buffer along the south side of the proposed 50' right of way. Building setbacks may include utilities, drainage retention, aggregate open space, passive recreation areas, and buffers. |
| Minimum Lot Size | 1,600 SF |
| Building Height | The maximum building height for residential structures shall not exceed 35 feet in height. |
| Building Service Areas | Delivery and loading operations, HVAC equipment, dumpster locations, backflow preventers and other utility and service functions shall be incorporated into the overall design of the building and landscaping. Off street loading facilities shall comply with Sec. 122-982 of the Code of Ordinances. |
| Dumpsters | Dumpsters shall be screened consistent with City standards; with construction materials that complement the primary building. |
| Parking | Parking shall be pursuant to Chapter 122 Article VI of the Land Development Code. Developments may provide shared parking facilities as permitted by City Code or detailed parking study. Garages will be provided if 2 parking spaces per unit cannot be accommodated within the residential tract |
| Signage | Signage will be located on NE 49 th Avenue and/or E Silver Springs Blvd, shall be based on the proposed use, and shall be determined at the Site Plan or Subdivision Plan development stage. Pedestrian and Internal Wayfinding Signage may be provided and shall not be included in the overall site signage calculation. Signage shall be in accordance with the approved PD Plan and subject to the requirements of Chapter 110-158 of the Code of Ordinances. |
| Utilities | Utilities should be located/buried such that tree installations are possible. |

| Standard | Requirements |
|--------------------------------|--|
| Buffers | Buffers shall comply with 122-260 of the City of Ocala of Ordinances, except where shown otherwise on the PD Plan. The twenty-five- to forty-foot-wide natural buffer shall not need to be enhanced unless tree preservation and/or tree spacing requirements are not met by existing vegetation. Buffers and landscaping are proposed to be provided based on the type and intensity of development. |
| Open Space | 25% minimum. See notes and site data on plan. Open space shall be clustered into larger tracts/areas. Aggregate Open Space is provided by the overall PD via common area retention facilities, pedestrian facilities, and common area landscaping. |
| Accent Materials | Accent features shall be provided to ensure an aesthetically pleasing development and may include elements reflected in the illustrative graphics included in the PD Plan including, but not limited to pavers, landscape islands with vertical plantings, accent building materials, and other architectural features. |
| Lots and Roadway Alignment | Lot acreage and delineation/boundary may be adjusted at the time of the formal site plan for engineering and planning considerations, subject to City approval. |
| Access | Tracts shall provide at least one access to a public or private road as generally illustrated on the PD Plan. The number and location of access points to internal roadways may be modified during the Site Plan or Subdivision Plan review process. Driveways shall conform to City of Ocala Driveway Policy. A non-exclusive cross access easement will be recorded. |
| Landscape | Landscaping planted within the PD shall meet all requirements in Chapter 118 of the City of Ocala Code of Ordinances, unless otherwise noted. The twenty-five- to forty-foot-wide natural buffer shown on the south and east boundaries shall not need to be enhanced unless tree preservation and/or tree spacing requirements are not met by existing vegetation. Buffers and landscaping are proposed to be provided based on the type and intensity of development. |
| Tree Preservation Requirements | Existing viable native shade trees will be saved when practical and buffers enhanced when necessary to meet code as required in Sec. 118-101.b of the City of Ocala Code of Ordinances. Tree Preservation is provided by the overall PD and shall be calculated on an aggregate basis. If the required number of shade trees cannot be preserved at the time of a parcel's development, then each developer shall mitigate per Sec. 118-101 to provide the required replacement inches or make a payment into the City's tree mitigation fund. |
| Minimum Tree Coverage | Post-development tree coverage within the PD shall comply with all requirements in Sec.118 of the City of Ocala of Ordinances. Tree Coverage is provided by the overall PD and shall be calculated on an aggregate basis. |

ARCHITECTURAL STYLES AND EXAMPLES

Commercial







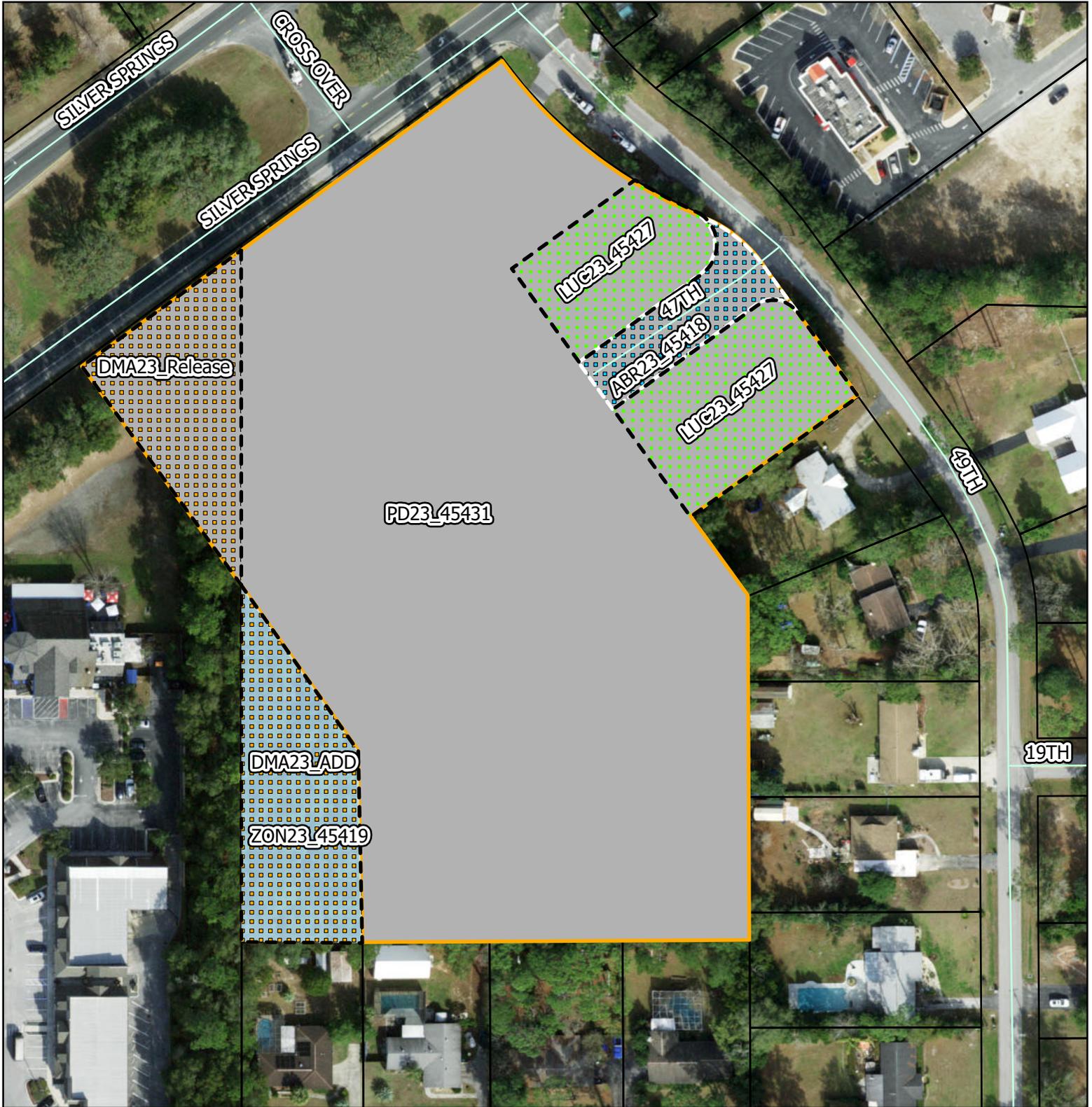


Residential





Collective Project Map



Folder: M:\GIS\Department\IT\Evan\Requests\Jeff_Shirum\Combined\SilverV1



See Proof on Next Page

Ocala Gazette
PO Box 188
(352) 732-0073

I, Rachel Cozart, of lawful age, being duly sworn upon oath deposes and says that I am the Authorized Agent of Affidavits of Column Software, PBC, duly appointed and authorized agent of the Publisher of Ocala Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Ocala, for the County of Marion County, in the state of Florida, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

PUBLICATION DATES: June 6. 2025

Notice ID: AaSK2zn0y6Gh2qwutCL1

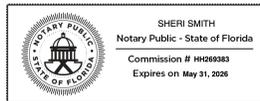
Notice Name: Ord 2025-25 through 2025-31

PUBLICATION FEE: \$381.27

Rachel Cozart

VERIFICATION

State of Florida
County of Broward



Signed or attested before me on this: 06/09/2025

06/09/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The Ocala City Council has introduced the following ordinance(s) and will consider its adoption at the regular meeting to be held on Tuesday, June 17, 2025 at 4:00 p.m. in City Hall, 2nd Floor, Council Chamber, 110 SE Watula Avenue, Ocala, Florida. Interested parties are invited to appear at the meeting and be heard with respect to the proposed legislation. Copies of the proposed documents may be inspected in advance at the office of the City Clerk, Ocala City Hall.

Any person who decides to appeal any decision of the Ocala City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purposes, may need to ensure that a verbatim record of the proceedings is made.

If reasonable accommodations are needed for you to participate in this meeting, please call 48 hours in advance so arrangements can be made through the City Clerk's office at 352-629-8266.

ORDINANCE 2025-25

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA REPEALING SECTION 70-371, CODE OF ORDINANCES, CITY OF OCALA, FLORIDA, SO AS TO TERMINATE THE INTRODUCTION OF FLUORIDE INTO THE MUNICIPAL POTABLE WATER SUPPLY IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 403.859, FLORIDA STATUTES, AS AMENDED BY SENATE BILL 700 (2025); PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-26

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA CONCERNING AND AMENDING CHAPTER 70, ENTITLED "UTILITIES," OF THE CODE OF ORDINANCES, CITY OF OCALA, FLORIDA; AMENDING SUBSECTION 70-301(d)(4), TO PROVIDE FOR REVISED FEES TO BE CHARGED FOR TESTING INDUSTRIAL WASTEWATER SERVICES; ADDING SUBSECTION 70-301(d)(5), ENTITLED "INDUSTRIAL PERMIT FEES;" TO PROVIDE FOR A FEE TO BE CHARGED FOR PROCESSING INDUSTRIAL PERMITS; AMENDING SUBSECTION 70-321(b),

ENTITLED "APPLICABILITY; AMOUNT;" TO PROVIDE FOR REVISED FEES TO BE CHARGED FOR TESTING INDUSTRIAL WASTEWATER SERVICES; AMENDING SECTION 70-391 ENTITLED "DEFINITIONS;" TO PROVIDE FOR THE DEFINITION OF TAMPERING; AMENDING SUBSECTION 70-411(a), ENTITLED "CONNECTION CHARGES - CHARGE FOR SETTING METER," TO PROVIDE FOR REVISED SCHEDULES FOR RESIDENTIAL AND COMMERCIAL SEWAGE RATE CHARGES AND EFFECTIVE DATES TO BE SET BY SEPARATE CITY COUNCIL RESOLUTION; AMENDING SECTION 70-413, ENTITLED "TEMPORARY WATER SERVICE;" TO PROVIDE FOR REVISED DEPOSITS FOR HYDRANT METERS OR JUMPER METERS; AMENDING SECTION 70-414, ENTITLED "CHARGE FOR TESTING WATER METERS;" TO PROVIDE FOR REVISED FEES TO BE CHARGED FOR TESTING WATER METERS AT A CUSTOMER'S REQUEST; AMENDING SUBSECTIONS 70-417(b) AND (c), ENTITLED "LEAKS; NEW LANDSCAPING;" TO PROVIDE FOR FURTHER CLARIFICATION ON WATER LEAK REIMBURSEMENT; ADDING SECTION 70-418, ENTITLED "DAMAGING, TAMPERING WITH OR PREVENTING ACCESS TO EQUIPMENT OR FACILITIES OF THE WATER SYSTEM," PROVIDING FOR FINES AND COSTS TO BE ASSESSED AGAINST UTILITY CUSTOMERS WHO TAMPER WITH THE WATER SYSTEM EQUIPMENT AND CURB STOPS; ADDING SECTION 70-419, ENTITLED "MISCELLANEOUS CHARGES," TO PROVIDE FEES AND CHARGES FOR (1) CUSTOMER REQUESTED MAINTENANCE, (2) DISCONNECT/ RECONNECT, (3) WATER METER MANUAL RE-READS, (4) CUSTOMER REQUESTED SITE VISITS, (5) WATER METER DISCONNECTION FOR NON-PAYMENT, (6) WATER METER AND/OR VALVE TAMPERING FEES, AND (7) DEMOLITION PERMIT FEES; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-27

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA CONCERNING AND AMENDING DIVISION 2, ENTITLED "WATER AND SEWER IMPACT FEES;" OF ARTICLE V, ENTITLED "FEES, RATES AND CHARGES," OF CHAPTER 70, ENTITLED "UTILITIES," OF THE CODE OF ORDINANCES, CITY OF OCALA,

FLORIDA; AMENDING SECTION 70-502, ENTITLED "IMPACT FEE IMPOSED" TO PROVIDE FOR THE IMPOSITION OF AMENDED IMPACT FEE RATES FOR THE YEARS 2025 THROUGH 2028; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-28

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM B-2, COMMUNITY BUSINESS, TO B-4, GENERAL BUSINESS, FOR CERTAIN PROPERTY LOCATED AT 2206 SW 10TH ROAD (PARCEL 23536-000-00), APPROXIMATELY 0.53 ACRE (CASE NO. ZON25-0005); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-29

AN ORDINANCE AMENDING THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN, FUTURE LAND USE MAP SERIES AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE FUTURE LAND USE CHANGE (CASE NO. LUC23-45427); AMENDING THE FUTURE LAND USE MAP DESIGNATION FROM NEIGHBORHOOD TO LOW INTENSITY FOR PROPERTY LOCATED IN THE 1900 BLOCK OF NE 49TH AVENUE (PARCELS 22735-006-017 AND 2735-009-002), APPROXIMATELY 0.78 ACRES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-30

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PD, PLANNED DEVELOPMENT, R-1,

SINGLE-FAMILY RESIDENTIAL, & B-2, COMMUNITY BUSINESS, TO PD, PLANNED DEVELOPMENT, FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (PARCEL 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, AND A PORTION OF PARCEL 27028-004-03), APPROXIMATELY 6.83 ACRES (CASE NO. PD23-45431); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-31

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PD, PLANNED DEVELOPMENT, TO B-2, COMMUNITY BUSINESS, FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (A PORTION OF 2735-000-002), APPROXIMATELY 0.59 ACRES (CASE NO. ZON23-45419); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.



Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Legislation Text

File #: 2025-1507

Agenda Item #: 9d.

Submitted By: Emily W. Johnson, AICP

Presentation By: Jeff Shrum

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Request to postpone to the July 15, 2025 City Council meeting - Adopt Ordinance 2025-31 to rezone approximately 0.59 acres for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard (a portion of 2735-000-002) from PD, Planned Development, to B-2, Community Business (Case ZON23-45419) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place.

PROOF OF PUBLICATION:

Ocala Gazette - June 6, 2025 - Notice ID AaSK2zn0y6Gh2qwutCL1

BACKGROUND:

- Applicant: NSC Silver Springs, LLC
- Property Owner: NSC Silver Springs, LLC

Petition Key Points:

This request is a rezoning to as a result of the land swap/removal of 0.59 acres from the current Planned Development zoned property under NSC Silver Springs LLC. ownership. Specifically, this is a request to **Rezone to B-2 (ZON23-45419), Applicants NSC Silver Springs LLC. and New Old Town Village LLC.** to rezone a 0.59-acre portion of PID 2735-000-002 from PD, Planned Development, to B-2, Community Business. This rezoning aligns with the intent to swap land and provide B-2 zoning consistent with the existing B-2 zoning for the remainder of the properties held by New Old Town Village, LLC.

Summary Petitioners Request and Concurrent Petitions:

The applicant is working with an adjoining commercial property owner, New Old Town Village LLC., to swap portions of their respective properties to create parcels that are more conducive for their future development plans. More specifically, the proposed land swap includes a 0.59 acre northeastern portion (fronting on SR 40) of New Old Town Village property to be conveyed to NSC Silver Springs LLC. in return for NSC Silver Springs LLC., conveying 0.46 acres of their southwestern property to New Old Town Village LLC. The

proposed land swap provides NSC Silver Springs LLC., with additional frontage along SR 40 an Arterial roadway and promotes New Old Town Villages efforts to provide expanded parking for the Mojo's restaurant. The two property owners have arranged a mutually beneficial agreement to transfer property between their respective developments. As a result, there are **six necessary petitions proposed** to facilitate their future development intentions which includes the exchange of property. The other five concurrent petitions are follows:

- **Chapter 163 Development Agreement (DMA23-45430)** has been submitted to amend the agreement and memorialize a land swap between the two property owners. The amendment would:
 - Remove a 0.46-acre portion of property (Parcel 27028-004-03) from the terms and conditions of the agreement.
 - Add a 0.59-acre portion of property (Parcel 2735-000-002) to the agreement, subject to the terms and conditions set forth therein.
 - Revise language pertaining to the allowance of cross-access between the development and neighboring properties.
 - There are no other modifications proposed to the agreement.
- **Abrogation (ABR23-45418)** requests to abrogate a portion of NE 47th Court, a 50-foot-wide unimproved right-of-way located between Parcels 2735-009-002 and 2735-006-017.
 - The conceptual PD Plan reflects the access connection shifted slightly south from NE 47th Court to a proposed road bisecting PID 2735-006-017, providing for continued connectivity and cross access between NE 49th Avenue and NE 46th Avenue.
- **Future Land Use Map Amendment (LUC23-45427)** requests to change the future land use designation of Parcels 2735-009-002 and 2735-006-017 from Neighborhood to Low Intensity.
 - Provides for a consistent land use category to promote a unified development plan.
- **Rezoning to Planned Development (PD23-45431), Applicants NSC Silver Springs LLC. and New Old Town Village LLC.** requests to rezone 6.83 acres including parcels 2735-009-002 and 2735-006-017, 2735-000-002 2735-009-001 and a 0.46-acre portion of parcel 27028-004-03 along with the proposed abrogated right-of-way (ABR23-45418), allowing development of a mixed-use subdivision, containing both commercial and residential uses.
 - The majority of the subject properties remain vacant and undeveloped, with the exception of Parcel 2735-009-001 (0.41 acres) which was developed with an existing business and professional office in 1963. City records indicate that a business tax receipt has not been active on the property since 2023.
 - The proposed PD Plan and Standards Book would replace the conceptual plan approved by Resolution 2016-4 for 13,600 s.f. of retail and 25,000 s.f. of office uses (PUD14-0002, Avatar Properties).
- **Resolution PD Plan and Standards Book (RES2025-XX)** depicts development in two phases, a commercial development tract containing approximately 4.17 acres and a residential development tract containing approximately 2.66 acres.

- Commercial uses are proposed to include all uses permitted by-right and by special exception in the B-2, Community Commercial, zoning District, with the exception of car washes. The maximum Floor Area Ratio (FAR) consistent with the future land use category is 0.75, which allows for up to 136,233 square feet.
- Residential uses include single-family detached, single-family attached (townhome), and multi-family dwellings. The minimum allowed density consistent with the future land use category is 3 dwelling units per acre, which requires 7 dwelling units. The maximum allowed density consistent with the future land use category is 18 dwelling units per acre, which allows for up to 47 dwelling units.
- Twenty-five percent (25%) of the gross acreage will be preserved as open space, and ten percent (10%) will be preserved as aggregate open space.
- A 40-foot-wide natural buffer is depicted along the southern property line between the proposed residential development tract and the existing single-family residential subdivision, and a 25-foot-wide natural buffer is depicted between the eastern entrance roadway and said existing single-family residential subdivision.

Planning and Zoning Commission:

Staff presented the rezoning to the Planning and Zoning Commission at the meeting on May 12, 2025. There was no further discussion nor questions from the commission. The commission voted 5-0 to recommend approval.

FINDINGS AND CONCLUSIONS:

- The proposed rezoning is consistent with the existing Low Intensity Future Land Use classification, pursuant to Section 122-244 of the Code of Ordinances, and is compatible with the surrounding area.
- The B-2, Community Business, zoning district is appropriate with the existing and intended use of the subject properties.
- No Level of Service issues have been identified for public facilities as a result of the zoning amendment.

Staff recommends approval.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2025-31

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PD, PLANNED DEVELOPMENT, TO B-2, COMMUNITY BUSINESS, FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (A PORTION OF 2735-000-002), APPROXIMATELY 0.59 ACRES (CASE NO. ZON23-45419); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as PD, Planned Development:

A PARCEL OF LAND LYING IN THE N.W. 1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ALSO BEING PORTIONS OF LOTS 6 THROUGH 9, BLOCK I, AS RECORDED GLYNNWOOD UNIT FOUR, AS RECORDED IN PLAT BOOK H, PAGE 6, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. A PORTION OF N.E. 47TH COURT AS SHOWN ON SAID PLAT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GLYNNWOOD UNIT FOUR, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 40 (BEING A 200 FOOT RIGHT OF WAY) (ALSO KNOWN AS EAST SILVER SPRINGS BOULEVARD); THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF SAID GLYNNWOOD

UNIT 4, S.00°01'29"E., A DISTANCE OF 290.21 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID WEST BOUNDARY, S.36°03'28"E., A DISTANCE OF 186.37 FEET; THENCE S.00°15'25"E., A DISTANCE 157.99 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 9, BLOCK F OF SAID GLYNNWOOD UNIT FOUR; THENCE ALONG SAID SOUTH BOUNDARY, S.89°44'35"W., A DISTANCE OF 110.27 FEET TO THE S.W. CORNER OF SAID LOT 9; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF SAID GLYNNWOOD UNIT 4, N.00°01'29"W., A DISTANCE OF 309.14 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.59 ACRES MORE OR LESS.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala,

Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from PD, Planned Development, to B-2, Community Business, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener’s error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon the later of:

- a. Approval by the mayor, or upon becoming law without such approval;
- b. Ordinance 2025-____ rezoning property pursuant to PD23-45431 becoming effective; or
- c. The date that New Old Town Village, LLC acquires title to the portion of Marion County Tax Parcel ID # 2735-000-002 (currently owned by NSC Silver Springs, LLC) for the portion of the real property described in Section 1 of this Ordinance not currently owned by New Old Town Village, LLC. The recording of a deed in the Public Records of Marion County, Florida, for such property shall be deemed conclusive evidence that this condition has occurred. If this condition has not occurred by December 31, 2026, this Ordinance shall be ineffective (unless the City adopts a new ordinance extending such date).

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano

Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2025-31
Introduced: 6/3/2025
Adopted: Click or tap to enter a date.
Legal Ad No: Ocala Gazette - June 6, 2025 - Notice ID AaSK2zn0y6Gh2qwutCL1

ORDINANCE 2025-XX

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PD, PLANNED DEVELOPMENT, TO B-2, COMMUNITY BUSINESS, FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (A PORTION OF 2735-000-002), APPROXIMATELY 0.59 ACRES (CASE NO. ZON23-45419); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

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Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as PD, Planned Development:

A PARCEL OF LAND LYING IN THE N.W. 1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ALSO BEING PORTIONS OF LOTS 6 THROUGH 9, BLOCK I, AS RECORDED GLYNNWOOD UNIT FOUR, AS RECORDED IN PLAT BOOK H, PAGE 6, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. A PORTION OF N.E. 47TH COURT AS SHOWN ON SAID PLAT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GLYNNWOOD UNIT FOUR, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 40 (BEING A 200 FOOT RIGHT OF WAY) (ALSO KNOWN AS EAST SILVER SPRINGS BOULEVARD); THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF SAID GLYNNWOOD UNIT 4, S.00°01'29"E., A DISTANCE OF 290.21 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID WEST BOUNDARY, S.36°03'28"E., A DISTANCE OF 186.37 FEET; THENCE S.00°15'25"E., A DISTANCE 157.99 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 9, BLOCK F OF SAID GLYNNWOOD UNIT FOUR; THENCE ALONG SAID SOUTH BOUNDARY, S.89°44'35"W., A DISTANCE OF 110.27 FEET TO THE S.W. CORNER OF SAID LOT 9; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF SAID GLYNNWOOD UNIT 4, N.00°01'29"W., A DISTANCE OF 309.14 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.59 ACRES MORE OR LESS.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective

administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from PD, Planned Development, to B-2, Community Business, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon [the later of:](#)

- a. [Approval by the mayor, or upon becoming law without such approval;](#)
- b. [Ordinance 25-_____ rezoning property pursuant to PD23-45431 becoming effective; or](#)
- c. [The date that New Old Town Village, LLC acquires title to the portion of Marion County Tax Parcel ID # 2735-000-002 \(currently owned by NSC Silver Springs, LLC\) for the portion of the real property described in Section 1 of this Ordinance not currently owned by New Old Town Village, LLC. The recording of a deed in the Public Records of Marion County, Florida, for such property shall be deemed conclusive evidence that this condition has occurred. If this condition has not occurred by December 31, 2026, this Ordinance shall be ineffective \(unless the City adopts a new ordinance extending such date\).](#)

ATTEST:

CITY OF OCALA

By: _____
Angel B. Jacobs
City Clerk

By: _____
Kristen M. Dreyer
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2025-XX
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

P:\JG\Rudnianyn Todd\Old Town Village\PD\Ordinances\ZON23-45419 Memo & Ordinance_City Council JG Rev.docx



Rezoning Staff Report

Case No. ZON23-45419

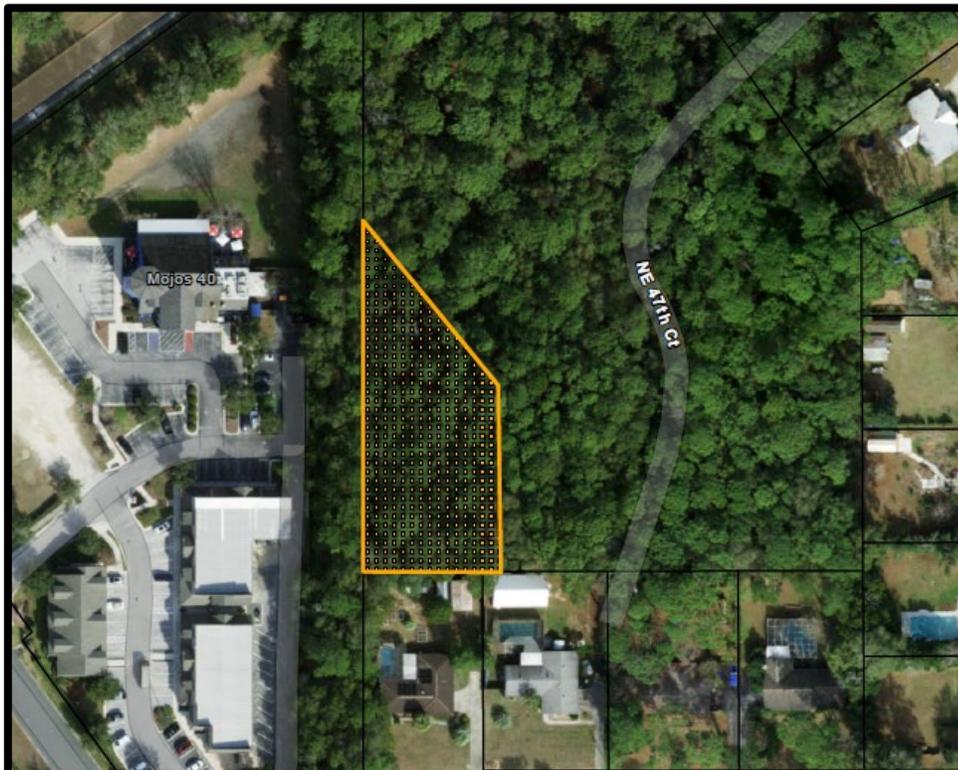
Planning & Zoning Commission: May 12, 2025

City Council (1st Reading): June 3, 2025

City Council (Adoption): June 17, 2025

Applicant/Property Owner: NSC Silver Springs, LLC
Project Planner: Emily W. Johnson, AICP
Amendment Request: Rezone the subject properties from PD, Planned Development, to B-2, Community Business.
Associated Applications: ABR23-45418, DMA23-45430, LUC23-45427, PD23-45431
Parcel Information
Acres: ±0.59 acres
Parcel(s)#: Portion of 2735-000-002
Location: The southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard
Existing use: Vacant/undeveloped
Future Land Use Designation: Low Intensity
Zoning Designation(s): PD, Planned Development
Special District(s)/Plans(s): N/A
Overlay(s): N/A

Figure 1. Aerial Location Map



Adjacent Property Information

| <u>Direction</u> | <u>Future Land Use</u> | <u>Zoning District</u> | <u>Current Use</u> |
|------------------|------------------------|--------------------------------|--|
| North | Low Intensity | PD, Planned Development | Vacant, undeveloped Planned Development (associated application PD23-45431) |
| East | Low Intensity | PD, Planned Development | Vacant, undeveloped Planned Development (associated application PD23-45431) |
| South | Neighborhood | R-1, Single-Family Residential | Platted single-family residential subdivision (Glynnwood Unit 1) |
| West | Low Intensity | B-2, Community Business | Restaurant (Mojos) and multi-tenant commercial buildings identified as part of the Chapter 163 Agreement for Lowes and Autumn Ridge Phase 1 (ORB 3369 Page 1080) |

Applicant Request

The petitioner is requesting to rezone from PD, Planned Development, to B-2, Community Business. The subject 0.59-acre portion of Parcel 2735-000-002 is intended to be transferred to the neighboring property owner to the west (New Old Town Village, LLC) as part of a land swap agreement, and will be subsequently incorporated into the Chapter 163 Development Agreement via concurrent application DMA23-45430.

Background

The subject properties were annexed in 1968 (Ordinance No. 385) as part of larger efforts to expand the city limits. The properties were zoned R-1, Single-Family Residential, and designated as Low Density Residential Future Land Use.

On January 22, 2013, City Council adopted Comprehensive Plan Amendments consistent with the 2035 Vision, which eliminated the Low Density Residential Future Land Use (FLU); the subject property is currently designated Low Intensity future land use.

The subject property was included in a conceptual PD plan for Avatar Properties (PUD14-0002), which was approved by Resolution 2016-4 for 13,600 square feet (s.f.) of retail and 25,000 s.f. of office uses. However, an improvement plan and final plat were never submitted. The subject property is excluded from the concurrent planned development application PD23-45431.

Existing and Proposed Zoning District Standards

| | Zoning District | Intent and Purpose | Minimum Lot Area (square feet) | Maximum Building Height (feet) |
|--|------------------------|---------------------------|---------------------------------------|---------------------------------------|
| | | | | |

| | | | | |
|-----------------|-------------------------|---|--------|---------|
| Existing | PD, Planned Development | Resolution 2016-4 approved 13,600 s.f. of retail and 25,000 s.f. of office uses for the entire development site | N/A | 35-feet |
| Proposed | B-2, Community Business | Intended to apply to those areas where the uses conducted are those primarily of national, state, county or city governments. Any lawful, compatible use may be carried out in this district. | 10,000 | 50-feet |

Staff Analysis

Due to the location and size of the subject property (0.59 acres), the site is unable to be developed on its own unless developed as part of the adjacent developed shopping center. The rezoning memorializes a land swap agreement between two property owners and adjusts the zoning delineation between the two parcels.

Factual Support

1. The requested rezoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

- a. Future Land Use Element Policy 6.3: Low Intensity: The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.

The form of buildings and development may be regulated for specified areas by a Form Based Code or Corridor Overlay. Buildings may have larger setbacks from the street and public right-of-way than other mixed-use districts. Buildings may have surface parking between the building and the street, though rear and side yard parking is encouraged for non-residential uses. Low Intensity areas may have large open space areas such as community and regional parks, trails, or surface stormwater management facilities designed as amenities.

The minimum density and intensity in this future land use category is 3 dwelling units per gross acre or 0.00 FAR. The maximum density and intensity is 18 dwelling units per acre or 0.75 FAR.

Staff comment: The rezoning would remove the subject property from the previously approved mixed-use Planned Development, it will be incorporated into the development plan for the neighboring B-2 zoned property as additional parking area. The proposed B-2 zoning district and the intended use are generally consistent with the intention of the Low Intensity FLU.

- b. Future Land Use Element Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City’s Land Development Code.

As identified in the Level of Service Analysis below, there appears to be adequate public facilities to service the subject properties.

- 2. The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

- a. Section 122-244 - District criteria: Zoning districts allowed under each land use classification.

| | |
|----------------------|--|
| Low Intensity | R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, O-1, OP, B-1, B-1A, B-2 , B-2A, B-4, B-5, SC, M-1, M-2, G-U, INST, A-1, PD, FBC |
|----------------------|--|

The requested B-2 zoning district is consistent with the existing Low Intensity FLU designation.

Level of Service Analysis

Transportation: The subject segment of NE 49th Avenue is an unclassified roadway under the Ocala-Marion TPO Congestion Management Plan. Automotive traffic will likely access the properties via E Silver Springs Boulevard (SR 40). The 2023 congestion management data from the Ocala-Marion TPO for the affected roadway(s) is provided below.

Adopted LOS / Available Capacity:

| Road/ Street Name | Lanes | Speed Limit | Functional Classification | Adopted LOS | LOS Capacity | 2023 AADT | Existing LOS |
|---|-------|----------------|------------------------------|----------------|-----------------|--------------|-----------------|
| E Silver Springs Boulevard (SR 40) | 4 | 45 MPH | Arterial | D | 38,430 | 22,300 | C |

Developments proposing to generate 100 or more net new PM peak hour trips are required to submit a traffic study as part of the subdivision review. The affected segment of E Silver Springs Boulevard (SR 40) is currently operating above the adopted Level of Service.

Potable Water: City utilities are available at this location. While potable water connection is not anticipated as part of the intended development for the parcel, any new connections will be determined during the site plan review process. City water mains run along E Silver Springs Boulevard and NE 49th Avenue.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City’s water system is 24.4 million gallons daily (mgd).

Sanitary Sewer: City utilities are available at this location. While sanitary sewer connection is not anticipated as part of the intended development for the parcel, any new connections will be determined during the site plan review process. City gravity mains run along E Silver Springs Boulevard and NE 49th Avenue.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd).

Solid Waste: The subject property is located within the City’s service area; any future changes in refuse pickup will be determined during the site plan review process.

- *Adopted Level of Service (LOS) Solid Waste:* 0.0112 pounds per square foot of occupied building space per day for non-residential development.
- *Available Capacity:* Solid waste is transported to facilities outside of the city.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City’s 69,283 population requires 318.70 developed park acres. The city currently owns and maintains 622.27 developed park acres, pursuant to the Fall 2024 Activity Guide released by the Recreation and Parks Department.

Other Public Facilities:

The following public facilities do not have adopted Level of Service standards and are provided as additional information.

Stormwater: The subject properties are not located within a Flood Zone. For any future redevelopment, 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.

Electric: The subject properties are within the Ocala Electric Utility service territory.

Fiber: Service is not currently available at this location.

Fire Service: Ocala Fire Rescue Station #5 is located approximately 3.0 miles from the subject properties, at 2340 NE 25th Ave. This distance exceeds the desired industry standard of 1.5 miles for fire service.

Schools: The proposed rezoning is not anticipated to affect schools.

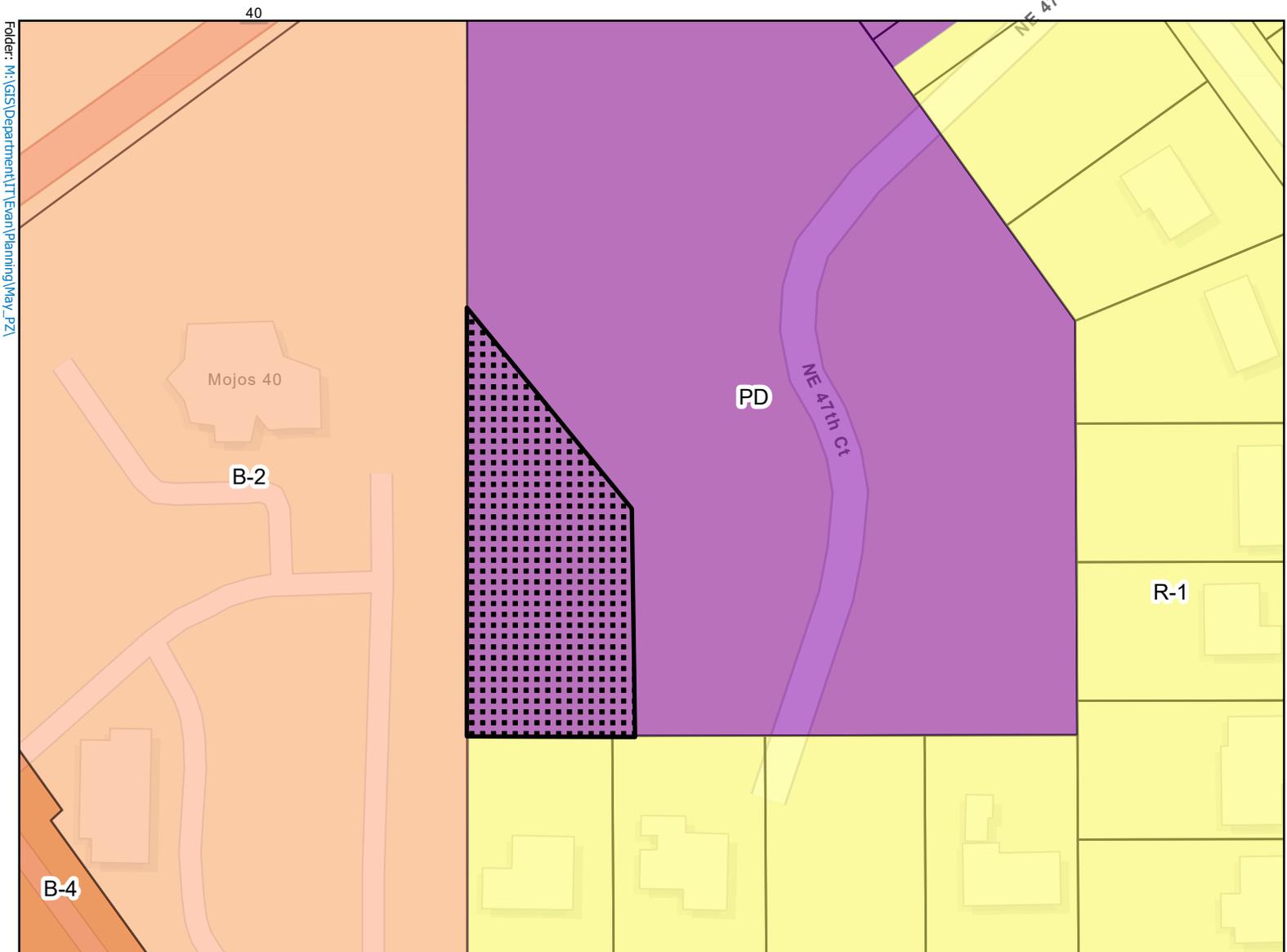
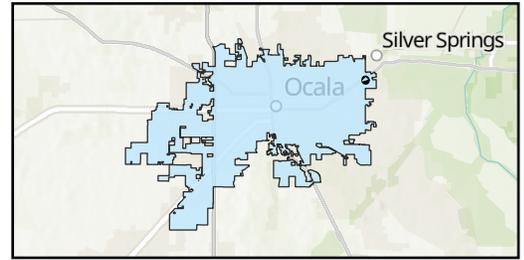
Staff Findings and Recommendation

- The proposed rezoning is consistent with the existing Low Intensity Future Land Use classification, pursuant to Section 122-244 of the Code of Ordinances, and is compatible with the surrounding area.
- The B-2, Community Business, zoning district is appropriate with the intended use of the subject property. Adjacent properties to the west are existing B-2 zoned properties located along a major arterial roadway (SR40).
- No level of service issues have been identified for public facilities as a result of the zoning amendment.

Staff Recommendation: *Approval*

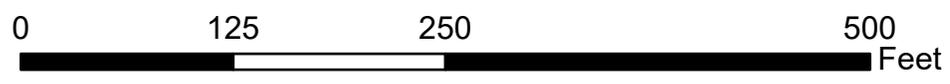
CASE MAP

Case Number: ZON23-45419
Parcel: 2735-000-002
Property Size: Approximately 0.59 Acres
Land Use Designation: Neighborhood
Zoning: PD, Planned Development
Proposal: Rezone portion of property from PD to B-2



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- B-2:Community Business
- B-4:General Business
- Planned Development
- R-1:Single Family Residential
- Parcels
- SubjectProperty



CASE MAP

Case Number: ZON23-45419

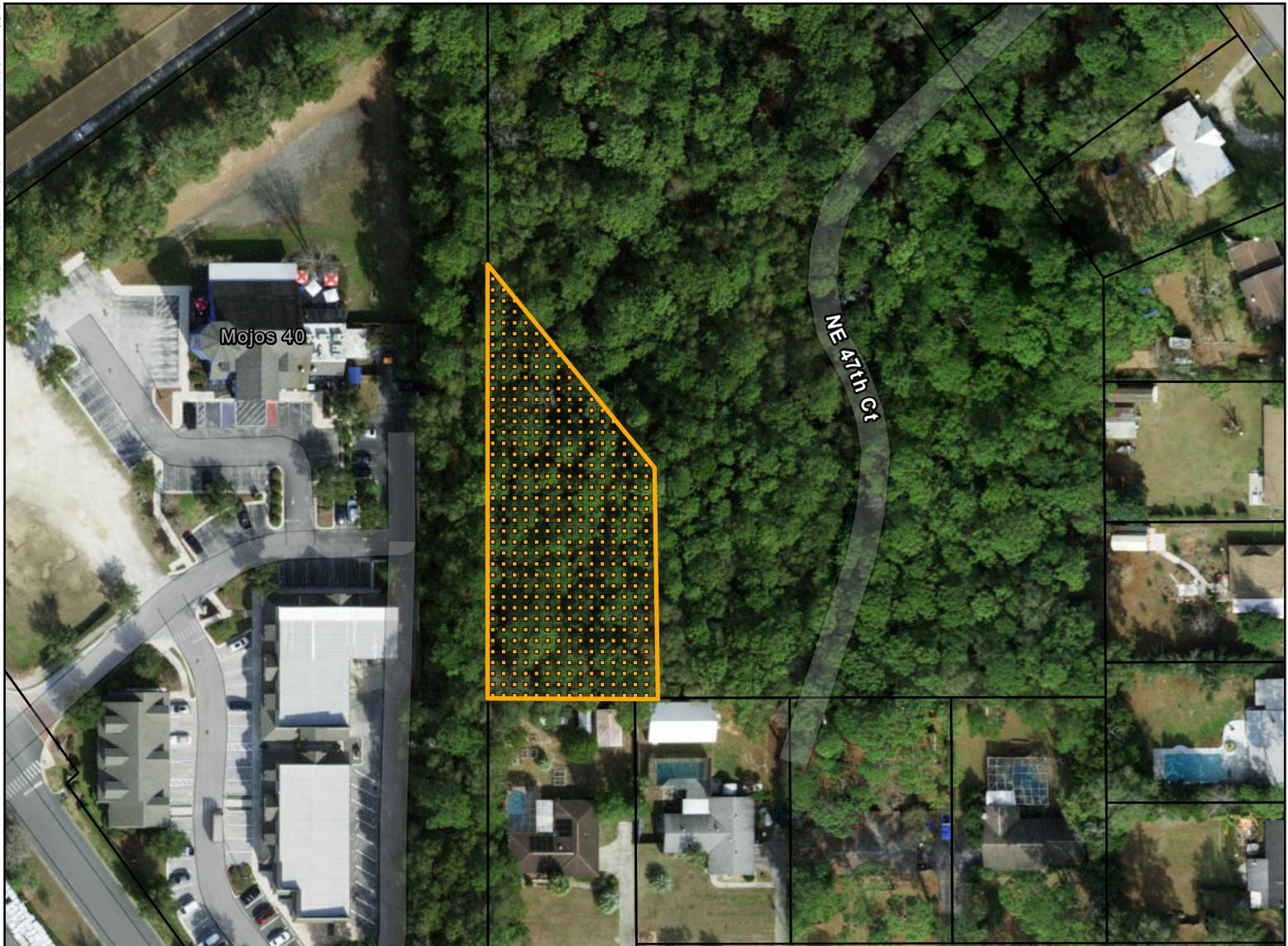
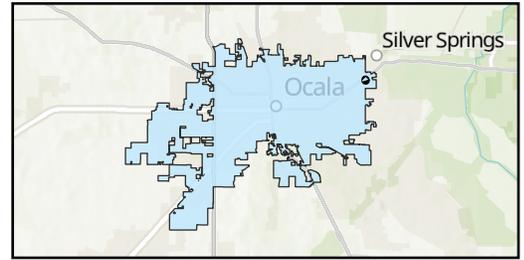
Parcel: 2735-000-002

Property Size: Approximately 0.59 Acres

Land Use Designation: Neighborhood

Zoning: PD, Planned Development

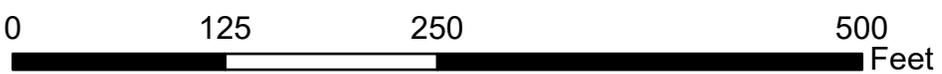
Proposal: Rezone portion of property from PD to B-2



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 SubjectProperty

 Parcels



**SKETCH OF DESCRIPTION FOR:
NSC SILVER SPRINGS, LLC**

DESCRIPTION:

A PARCEL OF LAND LYING IN THE N.W. 1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ALSO BEING PORTIONS OF LOTS 6 THROUGH 9, BLOCK I, AS RECORDED GLYNNWOOD UNIT FOUR, AS RECORDED IN PLAT BOOK H, PAGE 6, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A PORTION OF N.E. 47TH COURT AS SHOWN ON SAID PLAT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GLYNNWOOD UNIT FOUR, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 40 (BEING A 200 FOOT RIGHT OF WAY) (ALSO KNOWN AS EAST SILVER SPRINGS BOULEVARD); THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF SAID GLYNNWOOD UNIT 4, S.00°01'29"E., A DISTANCE OF 290.21 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID WEST BOUNDARY, S.36°03'28"E., A DISTANCE OF 186.37 FEET; THENCE S.00°15'25"E., A DISTANCE 157.99 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 9, BLOCK F OF SAID GLYNNWOOD UNIT FOUR; THENCE ALONG SAID SOUTH BOUNDARY, S.89°44'35"W., A DISTANCE OF 110.27 FEET TO THE S.W. CORNER OF SAID LOT 9; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF SAID GLYNNWOOD UNIT 4, N.00°01'29"W., A DISTANCE OF 309.14 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.59 ACRES MORE OR LESS.

**SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER
SEE SHEET 2 OF 2
FOR SKETCH OF DESCRIPTION**

NOTES:

1. DATE OF SKETCH: APRIL 9, 2025
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE (0902), NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 50-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

***NOTE* ~ THIS IS NOT A SURVEY!**

LEGEND UNLESS OTHERWISE NOTED

- ⊕ = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF MARION COUNTY
- C.B. = CHORD BEARING
- - - = BROKEN LINE; NOT DRAWN TO SCALE

4/9/2025

SIGNATURE DATE

Travis P. Barrineau

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

TRAVIS@RMBARRINEAU.COM

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES
EST. 1988
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471
PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com
REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

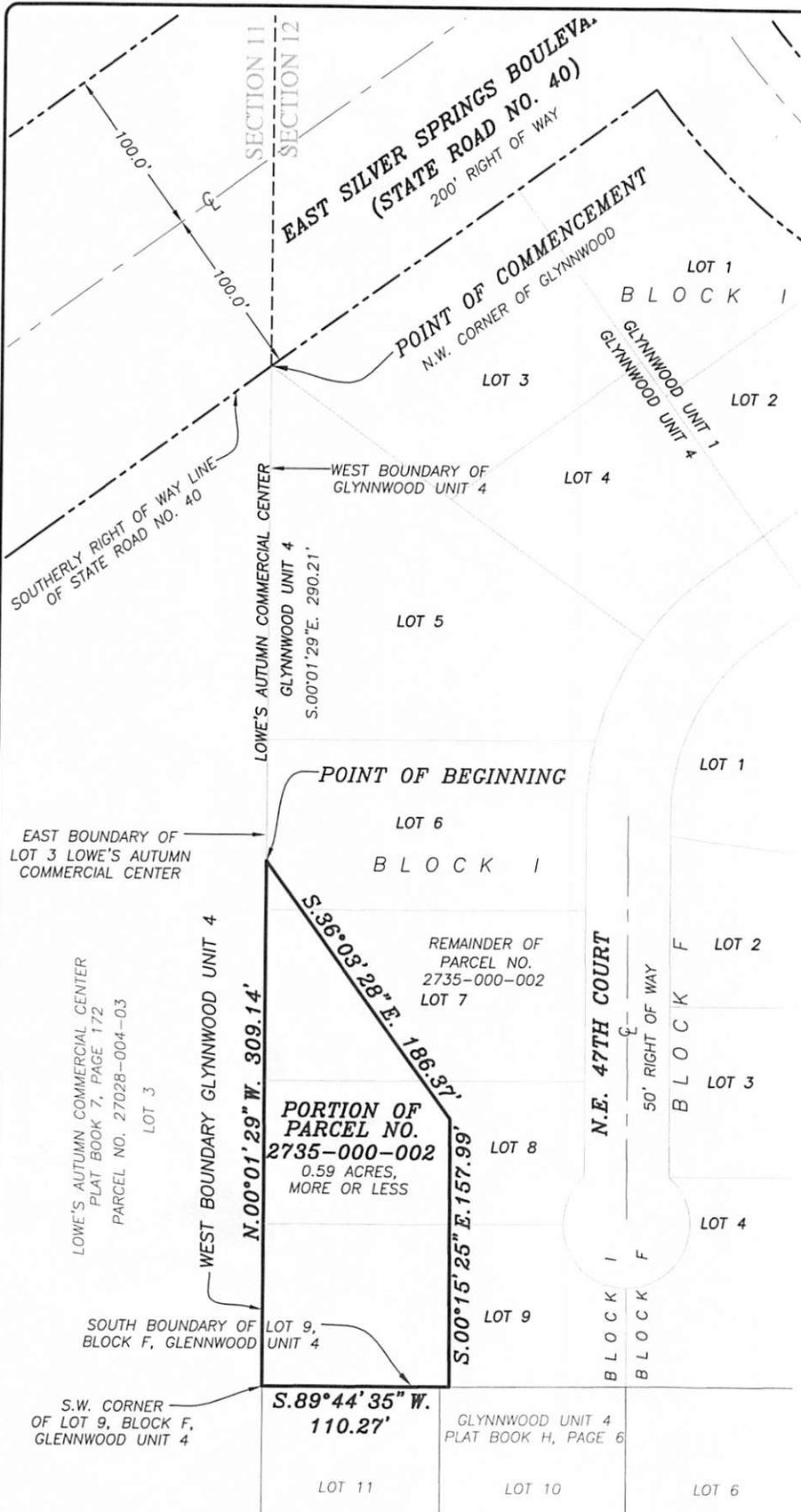
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| REVISED: | | DWG.# 20054 SKETCHES |
| CHECKED: | T.P.B. | SHEET 1 OF 2 |
| APPROVED: | T.P.B. | SWAP REVISED |
| SCALE: 1" = 100 | | COPYRIGHT © APRIL, 2025 |



SKETCH OF DESCRIPTION FOR:
NSC SILVER SPRINGS, LLC
 NOTE ~ THIS IS NOT A SURVEY!

SHEET 2 OF 2
 ONE IS NOT COMPLETE
 WITHOUT THE OTHER

SEE SHEET 1 OF 2
 FOR DESCRIPTION, NOTES &
 SURVEYOR'S CERTIFICATION



R.M. BARRINEAU

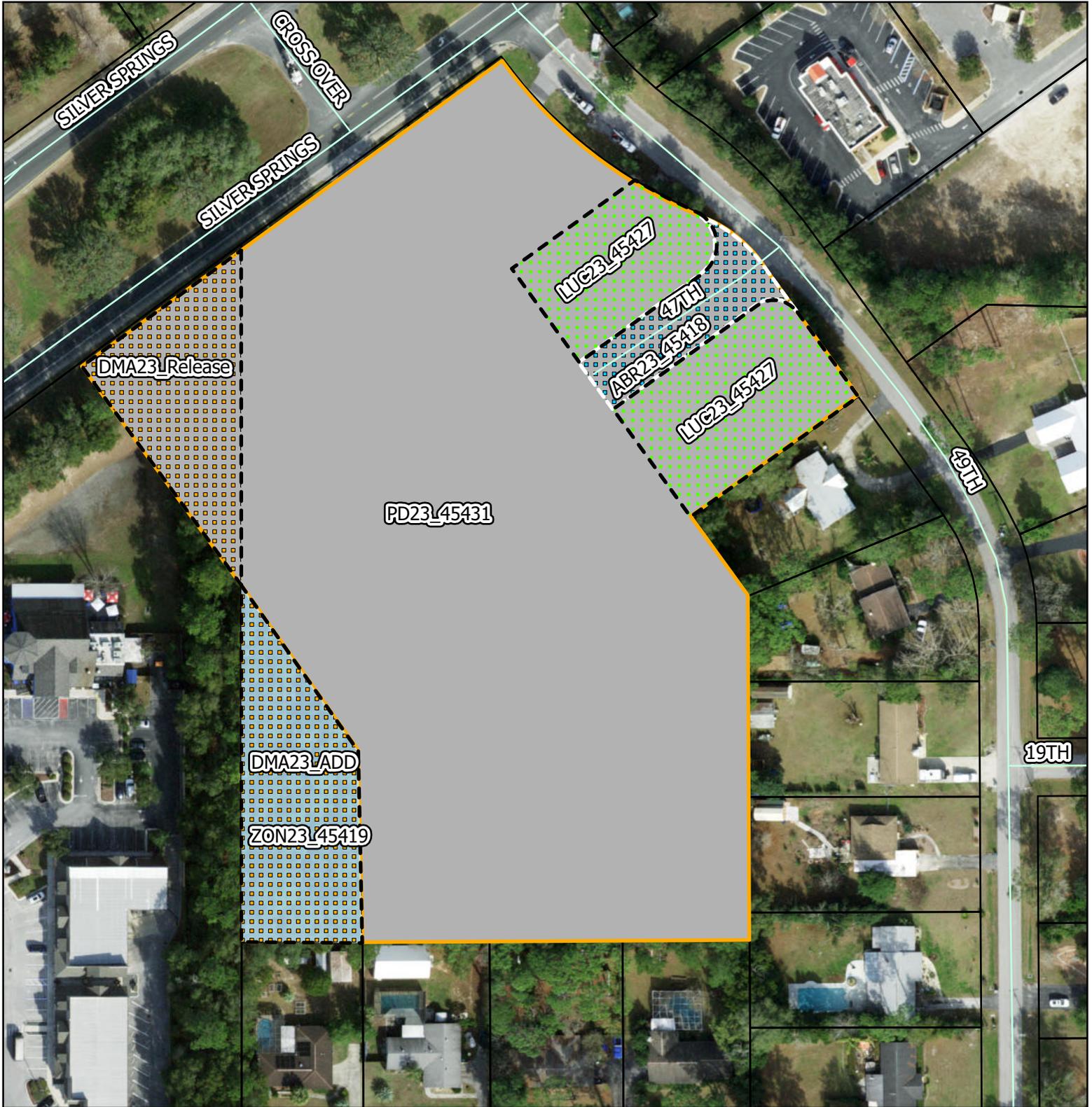
AND ASSOCIATES

PROFESSIONAL SURVEYORS & MAPPERS
 Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471
 PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com

REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
 TRAVIS P. BARRINEAU, P.S.M. - LS 6897

| | | |
|------------------|--------|-------------------------|
| DRAWN: | T.P.B. | J.O.# 20054 |
| REVISED: | | DWG.# 20054 SKETCHES |
| CHECKED: | T.P.B. | SHEET 2 OF 2 |
| APPROVED: | T.P.B. | SWAP REVISED |
| SCALE: 1" = 100' | | COPYRIGHT © APRIL, 2025 |

Collective Project Map



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- ZON23_45419
- LUC23_45427
- ABR23_45418
- DMA23_45430_Add
- DMA23_45340_Release
- PD23_45431
- Parcels
- INFOTECH.RoadCenterli



See Proof on Next Page

Ocala Gazette
PO Box 188
(352) 732-0073

I, Rachel Cozart, of lawful age, being duly sworn upon oath deposes and says that I am the Authorized Agent of Affidavits of Column Software, PBC, duly appointed and authorized agent of the Publisher of Ocala Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Ocala, for the County of Marion County, in the state of Florida, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

PUBLICATION DATES: June 6. 2025

Notice ID: AaSK2zn0y6Gh2qwutCL1

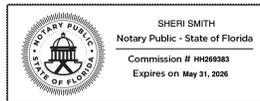
Notice Name: Ord 2025-25 through 2025-31

PUBLICATION FEE: \$381.27

Rachel Cozart

VERIFICATION

State of Florida
County of Broward



Signed or attested before me on this: 06/09/2025

06/09/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The Ocala City Council has introduced the following ordinance(s) and will consider its adoption at the regular meeting to be held on Tuesday, June 17, 2025 at 4:00 p.m. in City Hall, 2nd Floor, Council Chamber, 110 SE Watula Avenue, Ocala, Florida. Interested parties are invited to appear at the meeting and be heard with respect to the proposed legislation. Copies of the proposed documents may be inspected in advance at the office of the City Clerk, Ocala City Hall.

Any person who decides to appeal any decision of the Ocala City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purposes, may need to ensure that a verbatim record of the proceedings is made.

If reasonable accommodations are needed for you to participate in this meeting, please call 48 hours in advance so arrangements can be made through the City Clerk's office at 352-629-8266.

ORDINANCE 2025-25

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA REPEALING SECTION 70-371, CODE OF ORDINANCES, CITY OF OCALA, FLORIDA, SO AS TO TERMINATE THE INTRODUCTION OF FLUORIDE INTO THE MUNICIPAL POTABLE WATER SUPPLY IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 403.859, FLORIDA STATUTES, AS AMENDED BY SENATE BILL 700 (2025); PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-26

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA CONCERNING AND AMENDING CHAPTER 70, ENTITLED "UTILITIES," OF THE CODE OF ORDINANCES, CITY OF OCALA, FLORIDA; AMENDING SUBSECTION 70-301(d)(4), TO PROVIDE FOR REVISED FEES TO BE CHARGED FOR TESTING INDUSTRIAL WASTEWATER SERVICES; ADDING SUBSECTION 70-301(d)(5), ENTITLED "INDUSTRIAL PERMIT FEES;" TO PROVIDE FOR A FEE TO BE CHARGED FOR PROCESSING INDUSTRIAL PERMITS; AMENDING SUBSECTION 70-321(b),

ENTITLED "APPLICABILITY; AMOUNT;" TO PROVIDE FOR REVISED FEES TO BE CHARGED FOR TESTING INDUSTRIAL WASTEWATER SERVICES; AMENDING SECTION 70-391 ENTITLED "DEFINITIONS;" TO PROVIDE FOR THE DEFINITION OF TAMPERING; AMENDING SUBSECTION 70-411(a), ENTITLED "CONNECTION CHARGES - CHARGE FOR SETTING METER," TO PROVIDE FOR REVISED SCHEDULES FOR RESIDENTIAL AND COMMERCIAL SEWAGE RATE CHARGES AND EFFECTIVE DATES TO BE SET BY SEPARATE CITY COUNCIL RESOLUTION; AMENDING SECTION 70-413, ENTITLED "TEMPORARY WATER SERVICE;" TO PROVIDE FOR REVISED DEPOSITS FOR HYDRANT METERS OR JUMPER METERS; AMENDING SECTION 70-414, ENTITLED "CHARGE FOR TESTING WATER METERS;" TO PROVIDE FOR REVISED FEES TO BE CHARGED FOR TESTING WATER METERS AT A CUSTOMER'S REQUEST; AMENDING SUBSECTIONS 70-417(b) AND (c), ENTITLED "LEAKS; NEW LANDSCAPING;" TO PROVIDE FOR FURTHER CLARIFICATION ON WATER LEAK REIMBURSEMENT; ADDING SECTION 70-418, ENTITLED "DAMAGING, TAMPERING WITH OR PREVENTING ACCESS TO EQUIPMENT OR FACILITIES OF THE WATER SYSTEM," PROVIDING FOR FINES AND COSTS TO BE ASSESSED AGAINST UTILITY CUSTOMERS WHO TAMPER WITH THE WATER SYSTEM EQUIPMENT AND CURB STOPS; ADDING SECTION 70-419, ENTITLED "MISCELLANEOUS CHARGES," TO PROVIDE FEES AND CHARGES FOR (1) CUSTOMER REQUESTED MAINTENANCE, (2) DISCONNECT/ RECONNECT, (3) WATER METER MANUAL RE-READS, (4) CUSTOMER REQUESTED SITE VISITS, (5) WATER METER DISCONNECTION FOR NON-PAYMENT, (6) WATER METER AND/OR VALVE TAMPERING FEES, AND (7) DEMOLITION PERMIT FEES; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-27

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA CONCERNING AND AMENDING DIVISION 2, ENTITLED "WATER AND SEWER IMPACT FEES;" OF ARTICLE V, ENTITLED "FEES, RATES AND CHARGES," OF CHAPTER 70, ENTITLED "UTILITIES," OF THE CODE OF ORDINANCES, CITY OF OCALA,

FLORIDA; AMENDING SECTION 70-502, ENTITLED "IMPACT FEE IMPOSED" TO PROVIDE FOR THE IMPOSITION OF AMENDED IMPACT FEE RATES FOR THE YEARS 2025 THROUGH 2028; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-28

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM B-2, COMMUNITY BUSINESS, TO B-4, GENERAL BUSINESS, FOR CERTAIN PROPERTY LOCATED AT 2206 SW 10TH ROAD (PARCEL 23536-000-00), APPROXIMATELY 0.53 ACRE (CASE NO. ZON25-0005); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-29

AN ORDINANCE AMENDING THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN, FUTURE LAND USE MAP SERIES AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE FUTURE LAND USE CHANGE (CASE NO. LUC23-45427); AMENDING THE FUTURE LAND USE MAP DESIGNATION FROM NEIGHBORHOOD TO LOW INTENSITY FOR PROPERTY LOCATED IN THE 1900 BLOCK OF NE 49TH AVENUE (PARCELS 22735-006-017 AND 2735-009-002), APPROXIMATELY 0.78 ACRES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-30

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PD, PLANNED DEVELOPMENT, R-1,

SINGLE-FAMILY RESIDENTIAL, & B-2, COMMUNITY BUSINESS, TO PD, PLANNED DEVELOPMENT, FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (PARCEL 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, AND A PORTION OF PARCEL 27028-004-03), APPROXIMATELY 6.83 ACRES (CASE NO. PD23-45431); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-31

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PD, PLANNED DEVELOPMENT, TO B-2, COMMUNITY BUSINESS, FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (A PORTION OF 2735-000-002), APPROXIMATELY 0.59 ACRES (CASE NO. ZON23-45419); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1508

Agenda Item #: 9e.

Submitted By: Emily W. Johnson, AICP

Presentation By: Jeff Shrum

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Request to postpone to the July 15, 2025 City Council meeting - Adopt Resolution 2025-30 to approve a resolution for a Planned Development Plan and Standards Book for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard (Parcel 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, and a portion of parcel 27028-004-03), approximately 6.83 acres (Case No. PD23-45431) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

BACKGROUND:

- Applicant: NSC Silver Springs, LLC
- Property Owner: NSC Silver Springs, LLC and New Old Town Village, LLC

Petition Key Points:

This request is for the Planned Development (PD) Plan and Standards Book, required for the Planned Development Zoning request for the subject properties. The **Resolution PD Plan and Standards Book (RES2025-XX)** outlines development in two phases: a commercial tract of approximately 4.17 acres and a residential tract of approximately 2.66 acres.

- Permitted commercial uses include all uses permitted by right and by special exception in the B-2, Community Commercial Zoning District, excluding car washes. The maximum floor area ratio (FAR) consistent with the future land use category is 0.75, allowing a maximum of 136,233 square feet.
- Residential uses include single-family detached, single-family attached (townhome), and multi-family dwellings. The minimum density allowed, consistent with the future land use category, is three dwelling units per acre. The maximum permitted density is 18 dwelling units per acre. Accordingly, a

minimum of 7 and a maximum of 47 dwelling units may be developed.

- Twenty-five percent of the gross acreage will be preserved as open space, and 10 percent will be preserved as aggregate open space.
- A 40-foot-wide natural buffer is planned along the southern property line between the proposed residential development tract and the existing single-family residential subdivision, and a 25-foot-wide natural buffer is planned between the eastern entrance roadway and said existing single-family residential subdivision.

Summary Petitioners Request and Concurrent Applications:

The applicant is working with an adjoining commercial property owner to exchange portions of their respective properties, creating parcels that are more conducive to future development. The applicant is proposing to swap a rear portion of the subject property with the westerly adjoining commercial property to obtain more commercial frontage along a major arterial roadway. The rear portion is proposed to be further developed as parking infrastructure to support the existing commercial use. The two property owners have arranged a mutually beneficial agreement to transfer property between their respective developments. As a result, there are six proposed petitions to facilitate their future development intentions, which include the exchange of portions of their properties. The other five concurrent petitions are as follows:

- **Chapter 163 Development Agreement (DMA23-45430)** has been submitted to amend the agreement and memorialize a land swap between the two property owners. The amendment would:
 - Remove a 0.46-acre portion of property (Parcel 27028-004-03) from the terms and conditions of the agreement.
 - Add a 0.59-acre portion of property (Parcel 2735-000-002) to the agreement, subject to the terms and conditions set forth therein.
 - Revise language pertaining to the allowance of cross-access between the development and neighboring properties.
 - No other modifications are proposed to the agreement.
- **Abrogation (ABR23-45418)** requests to abrogate a portion of NE 47th Court, a 50-foot-wide unimproved right-of-way located between Parcels 2735-009-002 and 2735-006-017.
 - The conceptual PD Plan reflects the access connection shifted slightly south from NE 47th Court to a proposed road bisecting PID 2735-006-017, providing for continued connectivity and cross-access between NE 49th Avenue and NE 46th Avenue.
- **Future Land Use Map Amendment (LUC23-45427)** requests to change the future land use designation of Parcels 2735-009-002 and 2735-006-017 from Neighborhood to Low Intensity.
 - Provides for a consistent land use category to promote a unified development plan.
- **Rezoning to B-2 (ZON23-45419)** has been submitted to rezone a 0.59-acre portion of PID 2735-000-002 from PD, Planned Development, to B-2, Community Business. The rezoning memorializes a land

swap agreement between two property owners and adjusts the zoning delineation between their properties.

- **Rezoning to Planned Development (PD23-45431)** requests to include a 0.46-acre portion of parcel 27028-004-03 and include parcels 2735-009-002 and 2735-006-017 along with the proposed abrogated right-of-way between the two aforementioned parcels, allowing development of a mixed-use subdivision, containing both commercial and residential uses.
 - The majority of the subject properties remain vacant and undeveloped, with the exception of Parcel 2735-009-001 (0.41 acres), which was developed with an existing business and professional office in 1963. City records indicate that a business tax receipt has not been active on the property since 2023.
 - The proposed PD Plan and Standards Book would replace the conceptual plan approved by Resolution 2016-4 for 13,600 square feet of retail and 25,000 square feet of office uses (PUD14-0002, Avatar Properties).

Planning and Zoning Commission:

Staff presented the PD Standards Book and PD Plan to the Planning and Zoning Commission at the meeting on May 12, 2025. During the presentation, staff identified changes to the recommended conditions that differed from those reflected in the staff report. The commission voted five to zero to recommend approval with the staff's changes to the conditions.

FINDINGS AND CONCLUSIONS:

- The proposed rezoning is consistent with the Low Intensity Future Land Use classification pursuant to Code of Ordinances Section 122-244.
- The PD Plan is consistent with the minimum standards for a PD District (Section 122-942).
- The proposed rezoning is compatible with the surrounding development, the Comprehensive Plan, and the City's Code of Ordinances.
- No level of service issues has been identified.

Staff recommends approval with the following conditions:

1. Residential density shall only apply to the 2.66-acre residential tract. Commercial intensity shall only apply to the 4.17-acre commercial tract.
2. All buildings shall be consistent with the architectural types reflected in the PD Standards Book.
3. All access to future outparcels must be from internal roadways.
4. Access to E Silver Springs Boulevard (SR 40) shall be coordinated with the Florida Department of Transportation (FDOT). Driveway location shall be subject to the approval of a traffic study pursuant to the City's adopted Traffic Impact Analysis guidelines.
5. All freestanding signage shall be ground-mounted and match similar sign materials in the area. Signage for the commercial tract shall comply with the regulations of Section 110-153, Shopping Centers.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map
- PD Plan

- PD Standards Book

RESOLUTION 2025-XX

A RESOLUTION APPROVING A PLANNED DEVELOPMENT (PD) PLAN AND ASSOCIATED PD STANDARDS BOOK (NSC SILVER SPRINGS PD) FOR PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (PARCEL 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, AND A PORTION OF PARCEL 27028-004-03), APPROXIMATELY 6.83 ACRES (CASE NO. PD23-45431).

Whereas, NSC Silver Springs, LLC submits a PD plan (Case PD23-45431) for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard, approximately 6.83 acres to allow for the development of a mixed-use commercial and residential subdivision; and

Whereas, as an associated Ordinance _____ amends the zoning map of the City of Ocala changing parcels 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, and a portion of parcel 27028-004-03 from PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business, to PD, Planned Development; and

Whereas, on _____, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a _____ vote.

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

1. The City of Ocala does hereby approve the NSC Silver Springs PD plan (Exhibit "A") and PD standards book (Exhibit "B").

2. The effective date for this resolution will be associated with Ordinance _____ dated _____, 2025.
3. The approved PD plan and associated PD standards book shall apply to the following described land located in Ocala, Marion County, Florida, to wit:

A PARCEL OF LAND LYING IN THE N.W. 1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA AND LYING IN THE N.E. 1/4 OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ALSO BEING ALL OF LOTS 1 AND 2, BLOCK I AND LOT 17, BLOCK F OF GLYNNWOOD UNIT ONE, AS RECORDED IN PLAT BOOK G, PAGE 91, LOTS 3 THROUGH 5, PORTIONS OF LOTS 6 THROUGH 9, BLOCK I, AND LOTS 1 THROUGH 4, BLOCK F GLYNNWOOD UNIT FOUR, AS RECORDED IN PLAT BOOK H, PAGE 6, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL OF N.E. 47TH COURT AS SHOWN ON SAID PLATS, AND A PORTION OF LOT 3 OF LOWE'S AUTUMN COMMERCIAL CENTER, AS RECORDED IN PLAT BOOK 7, PAGE 171 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GLYNNWOOD UNIT FOUR, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 40 (BEING A 200 FOOT RIGHT OF WAY) (ALSO KNOWN AS EAST SILVER SPRINGS BOULEVARD), THENCE ALONG SAID RIGHT OF WAY LINE, N.53°56'32"E., A DISTANCE OF 279.28 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY OF N.E. 49TH AVENUE (BEING A RIGHT OF WAY WIDTH THAT VARIES), SAID POINT ALSO BEING ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 393.18 FEET, A CENTRAL ANGLE 32°16'51" AND CHORD BEARING AND DISTANCE OF S.51°58'43"E., 218.60 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 221.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 121.25 FEET, A CENTRAL ANGLE 32°04'45" AND CHORD BEARING AND DISTANCE OF S.52°04'45"E., 67.00 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 67.89 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.36°02'23"E, A DISTANCE OF 140.67 FEET TO THE S.E. CORNER OF THE AFOREMENTIONED LOT 17, BLOCK F OF GLYNNWOOD UNIT ONE; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF LOT 17, S.53°58'20"W., A DISTANCE OF 178.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF THE AFOREMENTIONED LOT 1, BLOCK F OF GLYNNWOOD UNIT FOUR; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, S.35°56'56"E., A DISTANCE OF 84.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOT 1, ALONG THE EASTERLY BOUNDARY OF LOTS 2 THROUGH 4, BLOCK F OF SAID GLYNNWOOD UNIT FOUR, S.00°15'24"E., A DISTANCE OF 298.65 FEET TO THE S.E. CORNER OF SAID LOT 4; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOTS 2 THROUGH 4, ALONG THE SOUTH BOUNDARY OF LOT 4 BLOCK F AND LOT 9 BLOCK I, S.89°44'35"W., A DISTANCE OF 329.47 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°15'25"W., A DISTANCE OF 157.99 FEET; THENCE N.36°03'28"W., A DISTANCE OF 186.37 FEET TO A POINT ON THE WEST BOUNDARY OF THE AFOREMENTIONED GLYNNWOOD UNIT FOUR; THENCE DEPARTING SAID WEST BOUNDARY, N.36°03'28"W., A DISTANCE OF 234.69 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD

NO. 40; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N.53°56'32"E., A DISTANCE OF 170.72 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 6.83 ACRES MORE OR LESS.

4. A certified copy of the Resolution shall be recorded by the Clerk of the City of Ocala in the public records of Marion County, Florida.

This resolution adopted this _____ day of _____, 2025.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney



Rezoning Staff Report

Case No. PD23-45431

Planning & Zoning Commission: May 12, 2025

City Council (1st Reading): June 3, 2025

City Council (Adoption): June 17, 2025

Applicant: NSC Silver Springs, LLC

Property Owner: NSC Silver Springs, LLC and New Old Town Village, LLC

Project Planner: Emily W. Johnson, AICP

Amendment Request: PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business, to PD, Planned Development with associated PD Plan and Standards Book.

Associated Applications: ABR23-45418, DMA23-45430, LUC23-45427, ZON23-45419

Parcel Information

Acres: ±6.83 acres

Parcel(s)#: 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, and a portion of parcel 27028-004-03

Location: The southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard.

Existing use: Professional and business office (Parcel 2735-009-001)
Vacant/Undeveloped

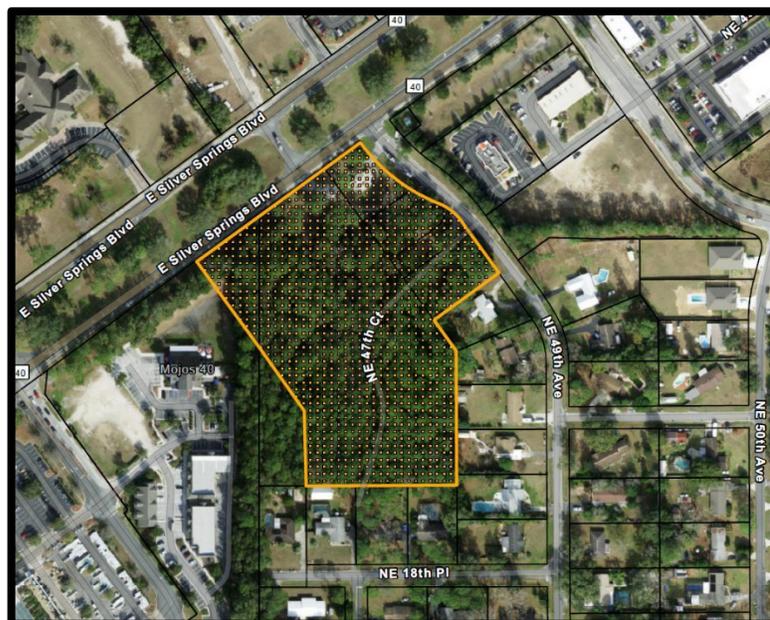
Future Land Use Designation: Low Intensity & Neighborhood

Zoning Designation: PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business

Special District(s)/Plan(s): N/A

Approved Agreement(s): Chapter 163 Development Agreement (ORB 3369 Page 1080)

Figure 1. Aerial Location Map



Adjacent Property Information

| Direction | Future Land Use | Zoning District | Current Use |
|------------------|----------------------------|--|--|
| North | Low Intensity | B-2, Community Business SC, Shopping Center, B-4, General Business R-1, Single-Family Residential | Various commercial uses adjacent to E Silver Springs Boulevard City lift station |
| East | Low Intensity Neighborhood | B-2, Community Business R-1, Single-Family Residential | Drive-through fast food restaurant (Arby's) and undeveloped parcel identified as part of the Chapter 163 Agreement for the Alderbrook development, adjacent to NE 49 th Ave Platted single-family residential subdivision (Glynnwood Unit 1) |
| South | Neighborhood | R-1, Single-Family Residential | Platted single-family residential subdivision (Glynnwood Unit 1) |
| West | Low Intensity | B-2, Community Business | Restaurant (Mojos) and multi-tenant commercial buildings identified as part of the Chapter 163 Agreement for Lowes and Autumn Ridge Phase 1 (ORB 3369 Page 1080) |

Applicant Request

The petitioner is requesting to rezone the subject properties from PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business, to establish a new Planned Development (PD) with associated PD Plan and Standards Book. The petitioner has submitted the request to allow for development of a mixed-use subdivision; proposing commercial uses consistent with the B-2 zoning district along E Silver Springs Boulevard, and residential uses (single-family detached, single-family attached/townhomes, and multi-family) on the southern portion of the property.

- A 0.59 acre portion of 2735-000-002 is subject to concurrent applications ZON23-45419 and DMA23-45430, and is not part of this PD request.
- Car washes, which are otherwise allowed in the B-2 zoning district, are specifically prohibited in the proposed PD Standards Book.

Background:

The subject properties were annexed in 1964 (Ordinance No. 238) and 1968 (Ordinance No. 385) as

part of larger efforts to expand the city limits. The properties were designated with Retail Services, Professional Services, and Low Density Residential Future Land Uses and subsequently zoned B-2R-1, RO, Residential Office, and O-1, Office.

On January 22, 2013, City Council adopted Comprehensive Plan Amendments consistent with the 2035 Vision, which eliminated Retail Services, Professional Services, and Low Density Residential Future Land Use Classifications; the subject properties are currently designated Low Intensity and Neighborhood land use.

- Concurrent application LUC23-45427 proposes to change the future land use designation of parcels 2735-006-017 and 2735-009-002 from Neighborhood to Low Intensity to ensure consistency across the entire PD.

In 2015, a conceptual PD plan for Avatar Properties (PUD14-0002), was approved by Resolution 2016-4 for 13,600 s.f. of retail and 25,000 s.f. of office uses. However, an improvement plan and final plat were never submitted. The majority of the subject area remains vacant and undeveloped.

- Parcel 2735-009-001 (0.41 acres) was developed with a business and professional office in 1963. City records indicate, however, that a business tax receipt has not been active on the property since 2023.
- A 0.64-acre portion of parcel 27028-004-03 is currently subject to a Chapter 163 Development Agreement (ORB 3369 Page 1080). Concurrent application DMA23-45430 proposes to remove this portion of parcel 27028-004-03 from the development agreement.

Staff Analysis

Factual Support

Proposed PD Plan and Standards

The associated PD Plan depicts development in two phases, a commercial development tract containing approximately 4.17 acres and a residential development tract containing approximately 2.66 acres. The maximum height of the development is proposed at 50-feet. Commercial uses are proposed to include all uses permitted by-right and by special exception in the B-2, Community Commercial, zoning Districts. Permitted residential uses include single-family detached, single-family attached (townhomes), and multi-family dwellings.

The PD plan indicates that twenty-five percent (25%) of the gross acreage will be preserved as open space, and ten percent (10%) will be preserved as aggregate open space. Additionally, a 40-foot-wide natural buffer is depicted along the southern property line between the proposed residential development tract and the existing single-family residential subdivision; and a 25-foot-wide natural buffer is depicted between the eastern entrance roadway and said existing single-family residential subdivision. The PD Standards Book indicates that parking, landscaping, signage, and required buffers will be consistent with the Land Development Regulations and more specifically addressed at the time of site plan review.

Neighborhood Meeting

A neighborhood meeting was held in August 2023, with the agent providing information regarding the proposed development and nearby residents asking questions pertaining to access point locations, cross access between NE 49th Avenue and the adjacent Shopping Center development, traffic, buffering and setbacks, allowable uses, and a prohibition on mini-warehouse (self-service storage) development. Due

to the time elapsed between the neighborhood meeting and public hearings, the applicant provided a written statement identifying that no substantial changes to the proposed PD Plan have been made.

Consistency with Comprehensive Plan

The requested zoning change is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. Future Land Use Element Policy 6.3: Low Intensity: The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.

The form of buildings and development may be regulated for specified areas by a Form Based Code or Corridor Overlay. Buildings may have larger setbacks from the street and public right-of-way than other mixed-use districts. Buildings may have surface parking between the building and the street, though rear and side yard parking is encouraged for non-residential uses. Low Intensity areas may have large open space areas such as community and regional parks, trails, or surface stormwater management facilities designed as amenities.

The minimum density and intensity in this future land use category is 3 dwelling units per gross acre or 0.00 FAR. The maximum density and intensity is 18 dwelling units per acre or 0.75 FAR.

Staff Comment: Unifying the underlying Future Land Use (FLU) for the whole Planned Development will allow for a more consistent application of land use and intensity. The intensity of the proposed PD Plan is consistent with Low Intensity FLU. The mixed-use development proposed within the PD is consistent with the intention of the Low Intensity FLU. Many properties along E Silver Springs Boulevard (SR 40) are designated as Low Intensity FLU.

2. Future Land Use Element Policy 6.4: Neighborhood. The intent of the Neighborhood category is to identify and reserve predominantly residential and ancillary uses. Existing street pattern, tree canopy cover, character, and residential occupancy shall be considered when designating areas with the Neighborhood category. The form of buildings and development may be regulated by a Corridor Overlay. Residential is the primary use. Single-family uses are allowed based on the Land Development Code, up to the maximum density permitted by the Comprehensive Plan. Multi-family uses shall be reviewed through the development process to determine compatibility, with specific approval criteria being further defined in the Land Development Code.

Concentrated areas of neighborhood-serving non-residential (e.g., commercial, office, institutional, educational facilities, recreational or cultural) facilities, at intensities compatible with surrounding neighborhoods, may be permitted. These uses are intended for locations on thoroughfares and collectors within the edges of the neighborhood districts. The type, size, location and justification for such non-residential facilities shall be based upon the existing and planned availability of supporting street networks, transit and other public facilities to promote convenience, reduced travel distance, conservation of energy, building and site design, as well as market demand for use as support to the surrounding neighborhood area and impact on the neighborhood residents.

The Neighborhood category is generally characterized as a walkable form with unique and identifiable neighborhoods where the predominant land use is residential and the primary modes of transportation include walking, bicycles, automobiles, and bus transit. Buildings are generally low and mid-rise in character. Housing types associated with this category are predominately single-family detached homes, attached homes like row houses or townhomes, and garden style multi-family buildings. The history, character, and connectivity of existing neighborhoods should be considered when evaluating development proposals. Higher densities on existing small lots may be allowed in order to create a mix and diversity of housing types.

Parks and open spaces ranging in size should be provided throughout the Neighborhood land use category areas. Stormwater management facilities should be designed as recreational amenities and included in parks and open spaces. Public parks or open spaces should be located within walking distance of the majority of housing units within neighborhoods. Parking for non-residential uses will be limited and located on the street and in the rear of the building screened from surrounding residential uses. Non-residential uses should be accessible by sidewalks, bikeways and public transit.

There is no minimum density and intensity in this future land use category. The maximum density before any incentives is 5 dwelling units per gross acre for single family residential and 12 dwelling units per gross acre for multifamily residential. The maximum intensity before any incentives for non-residential development is 0.25 FAR.

Staff Comment: Concurrent application LUC23-45427 proposes to change the land use of parcels 2735-006-017 and 2735-009-002 from Neighborhood to Low Intensity to standardize the Future Land Use designation across the entire PD.

3. Future Land Use Element Policy 7.2: City guidelines shall be context-sensitive to providing appropriate transitions between adjacent land uses with particular emphasis on building compatibility between neighborhoods and non-residential uses.

Staff Comment: The subject development provides a key transition between the commercial uses found along E Silver Springs Boulevard, and the single-family residential neighborhood to the south. The proposed PD zoning district provides for development at a density that is contextually appropriate for the area.

4. Future Land Use Element Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.

Staff Comment: As identified in the Level of Service Analysis below, there appears to be adequate public facilities exist to service the subject property.

Consistency with Land Development Regulations

The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

1. Section 122-941(b): A rezoning to PD with a PD plan shall meet the following minimum requirements: (1) One-acre minimum site; (2) a five-acre or more site shall include at least two uses with any one use not less than ten percent (acreage or square footage) of the total site, except in the

case of residential developments, which are permitted to be single-use; (3) must be located on a public roadway with at least 100 feet of frontage.

Staff Comment: The subject development contains approximately 6.83 acres and has approximately 450 feet of frontage along E Silver Springs Boulevard. The PD Plan proposes a 4.17 acre commercial tract (approximately 61.05% of the site area) and a 2.66 acres residential tract (approximately 38.9% of the site area). The request meets the requirements for consideration of rezoning to the PD zoning district set forth by the Code of Ordinances.

2. Section 122-244 – *District criteria:* Zoning districts allowed under the current land use classification.

| | |
|----------------------|--|
| Neighborhood | R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, B-1, B-1A, G-U, INST, A-1, PD , FBC |
| Low Intensity | R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, O-1, OP, B-1, B-1A, B-2, B-2A, B-4, B-5, SC, M-1, M-2, G-U, INST, A-1, PD , FBC |

Staff Comment: The PD zoning district is a permitted district within the subject property’s current Neighborhood and Low Intensity Future Land Use Categories. It is noted that proposed B-2 commercial uses are only consistent with the Low Intensity FLU. Concurrent application LUC23-45427 proposes to change the land use of parcels 2735-006-017 and 2735-009-002 from Neighborhood to Low Intensity to standardize the Future Land Use designation across the entire PD.

3. Section 122-942(a): – *Planned Development Required Standards:* In reaching recommendations and decisions as to rezoning land to a PD district and approving a conceptual site development plan, the planning and zoning commission and city council shall apply the following standards, in addition to the requirements of this chapter applicable to the rezoning of land generally:

- (1) *Access.* Every permitted use in a PD shall have access to a public street directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access.

Staff Comment: The proposed development has one primary access point on E Silver Springs Boulevard; FDOT has indicated that this access may be limited to a right-in and right-out only traffic movement. An additional access connects to NE 49th Avenue, providing cross access to the neighboring shopping center development. The PD plan proposes 50-foot-wide rights-of-way.

- (2) *Buffers.* When a PD abuts a less intensive use, it will be required to adhere to section 122-260, pertaining to buffer specifications, at a minimum. City council may require additional buffering based on individual circumstances.

Staff Comment: The proposed development abuts a single-family residential subdivision. The PD Plan depicts a 40-foot-wide natural buffer along the southern property line between the proposed residential development tract and the existing single-family residential subdivision, and a 25-foot-wide natural buffer is depicted between the eastern entrance roadway and the subdivision.

- (3) *Underground utilities.* Within a PD, all utilities, including telephone, television cable and electrical systems, shall be installed underground in accordance with current city policies and standards. Appurtenances to these systems which require above ground installation must be effectively screened, and thereby may be excluded from this requirement.

Staff Comment: Existing overhead powerlines run along the northern boundary of the subject property along the right-of-way of E Silver Springs Boulevard. New onsite utilities shall be located underground such that tree installations are possible without conflict.

- (4) *Open space.* Open space requirements for a PD are as follows:

- (a) Open space shall include active and passive recreation areas such as courtyards, streetscapes/sidewalks, playgrounds, golf courses, waterways, landscaped yards and patios, lagoons, floodplains, nature trails, roof areas, and other similar open spaces. Water retention areas that are designed as aesthetic lakes or ponds for passive or active recreational use may also be counted as open space, as long as these areas are designed to retain a minimum of three feet of water at all times.

Staff Comment: The PD plan proposed a minimum 25% gross open space, and 10% aggregate open space.

- (b) Fenced water retention areas, open water areas beyond the perimeter of the site, street right-of-way, driveways, off-street parking areas and off-street loading areas shall not be counted in determining open space. Side yards less than six feet wide shall not be counted as open space.

Staff Comment: Open space is provided in accordance with Section 122-924(4). Gross open space provided is calculated at 1.71-acres (74,379 square feet).

- (c) Open space shall be clustered into larger tracts/areas. Buildings and structures should be clustered so that the open space is usable to the occupants/residents rather than merely providing spacing between buildings or structures. Zero lot line and clustered design is encouraged. Front, side and rear yards in single-family residential areas shall not be counted as aggregate open space.

Staff Comment: Specific locations for open space will be determined during site plan review. The PD Standards Book specifies that open space shall be clustered into larger tracts/areas. Aggregate open space will be provided by the overall PD via common area retention facilities, pedestrian facilities, and common area landscaping.

- (d) There shall be a minimum open space requirement of 25 percent of the total gross acreage for all development in any PD project. For single-use residential PD projects, the minimum open space requirement shall be 40 percent. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD.

Staff Comment: The PD plan proposed a minimum 25% gross open space, and 10% aggregate open space.

- (5) *Unified control.* The applicant shall furnish the city with sufficient evidence to the satisfaction of the city attorney that the applicant is in the complete, unified and otherwise-unencumbered control of the entire area of the proposed planned development, whether the applicant be an individual, partnership, corporation, other entity, group or agency. The applicant shall provide

the city all necessary documents and information that may be required by the city attorney to assure the city that the development project may be lawfully completed according to the plans sought to be approved.

Staff Comment: The agent submitted a Statement of Unified Control to the City in November 2023.

- (6) *Phasing.* City council may allow or require phasing of the proposed development. All phasing must be related to previous development, surrounding properties, and available public facilities and services, where a failure to proceed with subsequent phases of development will have no adverse impact on the completed phase(s) or surrounding properties.

Staff Comment: The associated PD Plan depicts development in two phases, a commercial development tract containing approximately 4.17 acres and a residential development tract containing approximately 2.66 acres.

- (7) *Platting.* All uses/parcels meeting the definition of a subdivision shall meet chapter 114 (subdivisions) requirements.

Staff Comment: Subsequent to PD approval by City Council, the conceptual subdivision may be submitted for review.

- (8) *Site plan review.* Development requiring site plan review shall comply with Chapter 122, Article IV. A final site plan shall be consistent with a final development plan.

Staff Comment: Subsequent to PD approval by City Council, the site plan may be submitted for review.

- (9) *Development.* A development meeting the criteria for a shopping center shall comply with all regulations as set forth in division 29 of chapter 122 (shopping centers) except for: subsections 122-908(7),(8) and (9) and 122-918(a)(l).

Staff Comment: N/A.

- (10) *Access to utility systems and public services.* A PD shall be located in relation to sanitary sewer lines, water lines, storm/surface drainage systems, and other utility systems.

Staff Comment: Utility services are outlined in detail in the Level of Service Analysis below. All utility services are located in proximity to the development.

Variations from Code of Ordinances

The applicant is not requesting any variations from the Code of Ordinances.

Level of Service (LOS)

Transportation: The subject segment of NE 49th Avenue is an unclassified roadway under the Ocala-Marion TPO Congestion Management Plan. Automotive traffic will likely access the properties via E Silver Springs Boulevard (SR 40). The 2023 congestion management data from the Ocala-Marion TPO for the affected roadway(s) is provided below.

Adopted LOS / Available Capacity:

| Road/ Street Name | Lanes | Speed Limit | Functional Classification | Adopted LOS | LOS Capacity | 2023 AADT | Existing LOS |
|----------------------|-------|----------------|------------------------------|----------------|-----------------|--------------|-----------------|
| E Silver | 4 | 45 MPH | Arterial | D | 38,430 | 22,300 | C |

| | | | | | | | |
|---------------------------------|--|--|--|--|--|--|--|
| Springs Boulevard (SR 40) | | | | | | | |
|---------------------------------|--|--|--|--|--|--|--|

Developments proposing to generate 100 or more net new PM peak hour trips are required to submit a traffic study as part of the subdivision review. The affected segment of E Silver Springs Boulevard (SR 40) is currently operating above the adopted Level of Service.

Potable Water: City utilities are available at this location; any new connections will be determined during the site plan review process. City water mains run along E Silver Springs Boulevard and NE 49th Avenue.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City’s water system is 24.4 million gallons daily (mgd).

Sanitary Sewer: City utilities are available at this location; any new connections will be determined during the site plan review process. City gravity mains run along E Silver Springs Boulevard and NE 49th Avenue.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd).

Solid Waste: The subject properties are located within the City’s service area; refuse pickup will be determined during the subdivision review process.

- *Adopted Level of Service (LOS) Solid Waste:* 0.0112 pounds per square foot of occupied building space per day for non-residential development, and 3.54 pounds per capita per day for residential development.
- *Available Capacity:* Solid waste is transported to facilities outside of the City.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City’s 69,283 population requires 318.70 developed park acres. The city currently owns and maintains 622.27 developed park acres, pursuant to the Fall 2024 Activity Guide released by the Recreation and Parks Department.

Other Public Facilities:

The following public facilities do not have adopted Level of Service standards and are provided as additional information.

Stormwater: The subject properties are not located within a Flood Zone. For any future redevelopment, 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.

Electric: The subject properties are within the Ocala Electric Utility service territory.

Fiber: Service is not currently available at this location.

Fire Service: Ocala Fire Rescue Station #5 is located approximately 3.0 miles from the subject properties, at 2340 NE 25th Ave. This distance exceeds the desired industry standard of 1.5 miles for fire service.

Schools: The subject property is serviced by Ocala Springs Elementary (operating at 121.48% capacity), Fort King Middle (68.36%) and Vanguard High Schools (89.33%). The proposed rezoning of may generate up to 6 additional Elementary School-aged students, 3 additional Middle School-aged students, and 4 additional High School-aged students.

| Project Dwelling Units (SFR) | | | |
|-------------------------------------|------------------------------------|--|--|
| School Level | SFR Student Generation Rate | 7 SFR (min. 3 d.u./acre permitted by FLU) | 47 SFR (max. 18 d.u./acre permitted by FLU) |
| E | 0.13 | 0 | 6 |
| M | 0.064 | 0 | 3 |
| H | 0.094 | 0 | 4 |
| Project Dwelling Units (MFR) | | | |
| School Level | MFR Student Generation Rate | 7 MFR (min. 3 d.u./acre permitted by FLU) | 47 MFR (max. 18 d.u./acre permitted by FLU) |
| E | 0.139 | 0 | 6 |
| M | 0.056 | 0 | 2 |
| H | 0.067 | 0 | 3 |

Staff Findings and Recommendation

- The proposed rezoning is consistent with the Low Intensity Future Land Use classification pursuant to Code of Ordinances Section 122-244.
- The PD Plan is consistent with the minimum standards for a PD District (Section 122-942).
- The proposed rezoning is compatible with the surrounding development, the Comprehensive Plan, and the City’s Code of Ordinances.
- Adequate public facilities exist to service the proposed development.

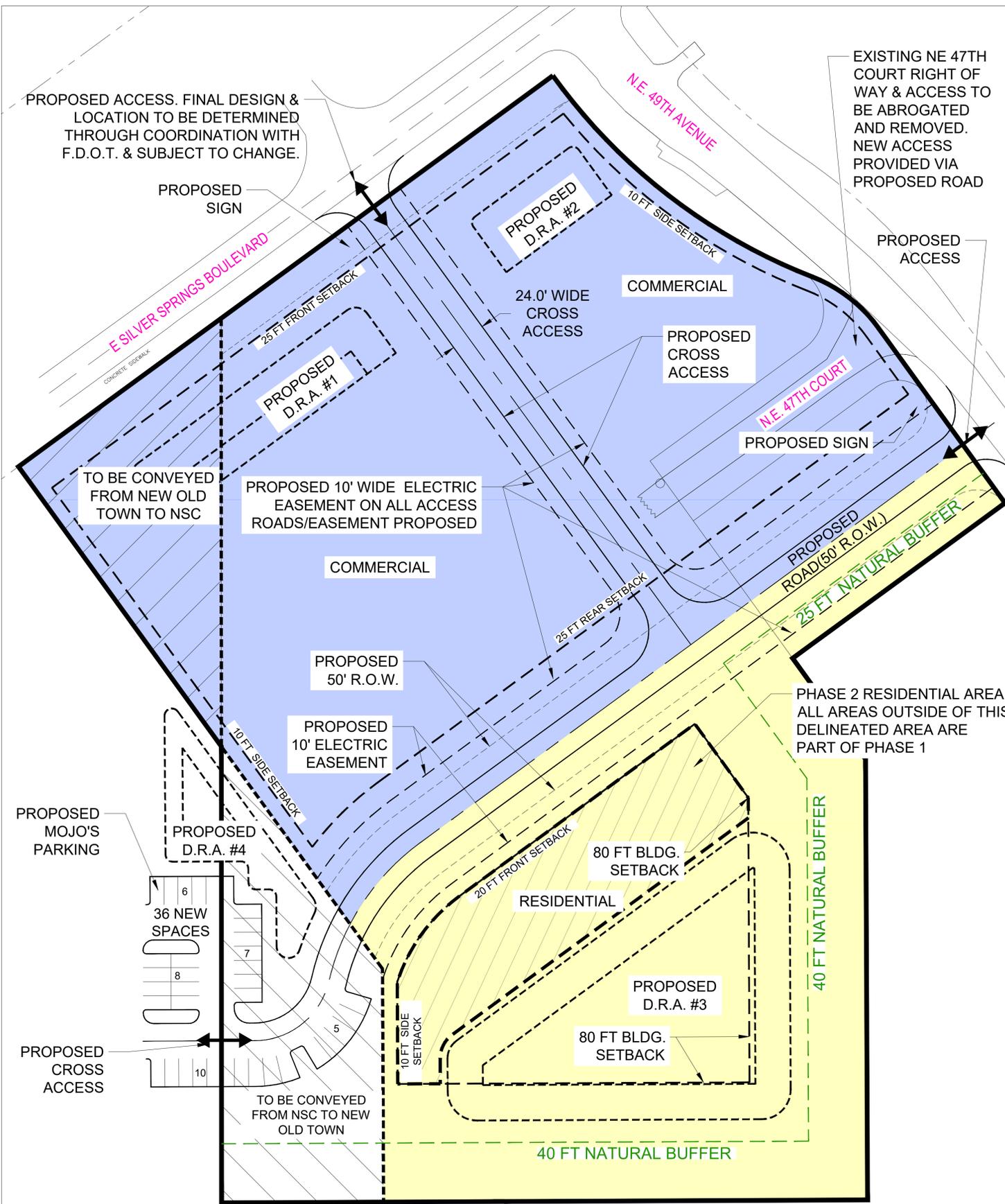
The following conditions of approval are recommended for consideration:

1. Residential density shall only apply to the 2.66-acre residential tract. Commercial intensity shall only apply to the 4.17-acre commercial tract.
2. All buildings shall be consistent with the architectural types reflected in the PD Standards Book.
3. All access to future outparcels must be from internal roadways.
4. Access to E Silver Springs Boulevard (SR 40) shall be coordinated with Florida Department of Transportation (FDOT). Driveway access location shall be subject to the approval of a traffic study pursuant to the City’s adopted Traffic Impact Analysis guidelines.

5. All freestanding signage shall be ground mounted and match similar sign materials in the area, and signage for the commercial tract shall comply with the regulations of Section 110-153, Shopping Centers.

Staff Recommendation: Approval of PD23-45431 with conditions

EXHIBIT A
NSC SILVER SPRINGS
PD PLAN



CONCEPTUAL PD PLAN
SCALE: 1"= 40'

| DATE: | REVISION DESCRIPTION: |
|------------|---|
| 2-27-2024 | REVISIONS BASED ON CITY OF OCALA COMMENTS |
| 01-10-2025 | REVISIONS BASED ON CITY OF OCALA COMMENTS |
| 02-26-2025 | REVISIONS BASED ON CITY OF OCALA COMMENTS |
| 05-05-2025 | REVISIONS BASED ON CITY OF OCALA COMMENTS |
| 05-29-2025 | UPDATED LEGAL DESCRIPTIONS |

SCALE:
1"=40'

MASTROSERIO ENGINEERING, INC
CIVIL * ENVIRONMENTAL * SITE DESIGN
170 SE 32ND PLACE
OCALA, FL 34471
PH: (352)433-2185
PAOLO@MASTROSERIOENG.COM

DRAWING FILE:
PD MASTER
DATE:
12-04-2024

DESIGNED BY: PM
DRAWN BY: PM
CHECKED BY: PM

ENGINEER'S CERTIFICATION:
DATE:
PAOLO MASTROSERIO, P.E. 58691
MASTROSERIO ENGINEERING, INC. C.A.#26159
170 SE 32ND PLACE
OCALA, FL 34471

SITE DATA:

PROJECT NAME: NSC SILVER SPRINGS PD PLAN
PROJECT LOCATION: SEC 12, TWP. 15S, RGE. 22E
P.I.D.: 2735-009-001, 2735-009-002, 2735-000-002, 2735-006-017
OWNER: NSC SILVER SPRINGS, LLC.
ADDRESS: 4800 E SILVER SPRINGS BLVD. OCALA FL. 34470
SITE AREA: 6.83 ACRES +/-
ZONING: PD
LAND USE: NEIGHBORHOOD & LOW INTENSITY
CONTACT: TODD RUDNIANYN
PHONE: 352-239-1555

PROPOSED DEVELOPMENT:

THE PROPOSED DEVELOPMENT ON THIS SITE WILL BE A MIXED USE OF RETAIL AND RESIDENTIAL UNITS. THE PROPOSED DEVELOPMENT OF THE SITE IS ANTICIPATED TO BE WITHIN A 10 YEAR PERIOD. THE DEVELOPMENT IS TO BE PLATTED IF SUBDIVIDED.

A PD DEVELOPERS AGREEMENT PURSUANT TO SEC. 122-944(D) SHALL BE PROVIDED AT FINAL PLAN SUBMITTAL.

THE PROPOSED RETAIL DEVELOPMENT AREA IS APPROXIMATELY 4.17 ACRES

THE PROPOSED RESIDENTIAL DEVELOPMENT AREA IS APPROXIMATELY 2.66 ACRES

THE PROPOSED NUMBER OF BUILDINGS WILL DEPEND ON FINAL SITE PLAN DESIGN. THE BUILDINGS SHALL HAVE A MAXIMUM HEIGHT OF 50 FEET.

THE BUILDING SETBACKS SHALL BE 25 FEET ON THE FRONT, 10 FEET ON THE WEST SIDE OF THE PROPERTY, 80 FEET ON THE SOUTH SIDE ADJACENT TO THE RESIDENTIAL PROPERTY, AND 10 FEET ALONG THE EAST SIDE OF THE PROPERTY AND ALONG NE 49TH AVENUE.

SITE COVERAGE:

TOTAL SITE AREA = 297,646.47 S.F. +/- = 6.83 ACRES +/-
ESTIMATED BUILDING AREA BASED ON 0.75 F.A.R. = 223,235 S.F. +/-

OPEN SPACE:

THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25% OF THE GROSS TOTAL ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST 10% OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USEABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.

OPEN SPACE REQUIRED FOR THIS SITE = (297,646.47 X 0.25) = 74,412 S.F.

AGGREGATE OPEN SPACE REQUIRED FOR THIS SITE = (74,412 X 0.10) = 7,441 S.F.

DRAINAGE SUMMARY:

THIS DEVELOPMENT SHALL UTILIZE AN ONSITE DRAINAGE FACILITY. THE RETENTION AREA SHALL BE PRIVATE.

THE RETENTION AREA SHALL BE MAINTAINED BY THE OWNER.

STORMWATER SHALL BE ROUTED VIA CURB & INLET SYSTEMS TO THE PROPOSED RETENTION AREAS WHICH WILL ATTENUATE THE 100YR-24HR POST STORM EVENT.

ALL FINISH FLOOR ELEVATIONS OF THE PROPOSED BUILDINGS SHALL BE SET AT 1 FT ABOVE THE MAXIMUM STAGE REACHED IN THE PROPOSED RETENTION AREA FOR THE 100YR-24HR POST STORM EVENT.

PARKING:

PARKING WILL BE PROVIDED AT THE TIME OF SITE PLAN DEVELOPMENT & WILL ADHERE TO CITY CODE REQUIREMENTS.

IMPORTANT CONCEPTUAL PLAN NOTE:

THE PRIOR CONCEPTUAL PD PLAN WAS APPROVED BY THE CITY OF OCALA VIA RESOLUTION 2016-4.

THE OVERALL GENERAL INTENT OF THE PLACEMENT OF THE PROPOSED BUILDINGS, SIDEWALKS, INTERNAL DRIVEWAYS, LANDSCAPING, AND DRAINAGE RETENTION AREAS WILL BE PROVIDED IN THE FUTURE FINAL SITE PLAN. THE PROPOSED PRESERVED BUFFER AREAS MUST BE PROVIDED ON THE FINAL SITE PLAN AND CAN NOT BE ALTERED.

WATER & SEWER:

CENTRAL WATER & SEWER SERVICES FOR THE PROPOSED BUILDINGS WILL BE AT THE OWNERS EXPENSE. THE OWNER WILL CONNECT TO THE EXISTING CITY OF OCALA CENTRAL WATER & SEWER SYSTEMS.

ELECTRIC UTILITIES:

ELECTRICAL UTILITIES SHALL BE PROVIDED BY THE EXISTING OCALA ELECTRIC UTILITIES LOCATED ADJACENT TO THE SITE.

PUBLIC WORKS:

THIS SITE WILL BE SERVED VIA DUMPSTER PADS. A COMMERCIAL IMPACT FEE WILL BE REQUIRED AND DETERMINED AT TIME OF SITE PLAN SUBMITTAL.

FIRE DEPARTMENT:

BUILDING(S) SHALL HAVE APPROVED ADDRESS NUMBERS PLACED IN A POSITION TO BE PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. ADDRESS NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. NUMERALS SHALL BE NOT LESS THAN SIX INCHES IN HEIGHT FOR RESIDENTIAL BUILDINGS, STRUCTURES, OR PORTIONS THEREOF.

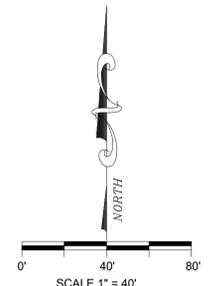
PROPOSED SIGNAGE:

SIGN LOCATIONS ARE SHOWN ON THIS PLAN IN CONCEPT. FINAL SIGN DESIGN AND PLACEMENT WILL BE DETERMINED AT TIME OF SITE PLAN SUBMITTAL AND MUST BE IN ACCORDANCE WITH THE CURRENT CITY OF OCALA CODE REGULATIONS AT THE TIME OF DEVELOPMENT.

DESCRIPTION:

A PARCEL OF LAND LYING IN THE N.W. 1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA AND LYING IN THE N.E. 1/4 OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ALSO BEING ALL OF LOTS 1 AND 2, BLOCK I AND LOT 17, BLOCK F OF GLYNNWOOD UNIT ONE, AS RECORDED IN PLAT BOOK G, PAGE 91, LOTS 3 THROUGH 5, PORTIONS OF LOTS 6 THROUGH 9, BLOCK I, AND LOTS 1 THROUGH 4, BLOCK F GLYNNWOOD UNIT FOUR, AS RECORDED IN PLAT BOOK H, PAGE 6, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL OF N.E. 47TH COURT AS SHOWN ON SAID PLATS, AND A PORTION OF LOT 3 OF LOWE'S AUTUMN COMMERCIAL CENTER, AS RECORDED IN PLAT BOOK 7, PAGE 171 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GLYNNWOOD UNIT FOUR, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 40 (BEING A 200 FOOT RIGHT OF WAY) (ALSO KNOWN AS EAST SILVER SPRINGS BOULEVARD), THENCE ALONG SAID RIGHT OF WAY LINE, N.53°56'32"E., A DISTANCE OF 278.25 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY OF N.E. 49TH AVENUE (BEING A RIGHT OF WAY WIDTH THAT VARIES), SAID POINT ALSO BEING ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 393.18 FEET, A CENTRAL ANGLE 32°16'51" AND CHORD BEARING AND DISTANCE OF S.51°58'43"E., 218.60 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 221.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 121.25 FEET, A CENTRAL ANGLE 32°10'45" AND CHORD BEARING AND DISTANCE OF S.52°04'45"E., 87.00 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 67.89 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.36°02'23"E., A DISTANCE OF 140.67 FEET TO THE S.E. CORNER OF THE AFOREMENTIONED LOT 17, BLOCK F OF GLYNNWOOD UNIT ONE; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF LOT 17, S.53°58'20"W., A DISTANCE OF 178.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF THE AFOREMENTIONED LOT 1, BLOCK F OF GLYNNWOOD UNIT FOUR; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, S.35°56'56"E., A DISTANCE OF 84.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOT 1, ALONG THE EASTERLY BOUNDARY OF LOTS 2 THROUGH 4, BLOCK F OF SAID GLYNNWOOD UNIT FOUR, S.00°15'24"E., A DISTANCE OF 298.65 FEET TO THE S.E. CORNER OF SAID LOT 4; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOTS 2 THROUGH 4, ALONG THE SOUTH BOUNDARY OF LOT 4 BLOCK F AND LOT 9 BLOCK I, S.89°44'35"W., A DISTANCE OF 329.47 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°15'25"W., A DISTANCE OF 157.99 FEET; THENCE N.36°03'28"W., A DISTANCE OF 186.37 FEET TO A POINT ON THE WEST BOUNDARY OF THE AFOREMENTIONED GLYNNWOOD UNIT FOUR; THENCE DEPARTING SAID WEST BOUNDARY, N.36°03'28"W., A DISTANCE OF 234.69 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 40; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N.53°56'32"E., A DISTANCE OF 170.72 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 6.83 ACRES MORE OR LESS.



LOCATION MAP
SCALE: 1"= 200'

OPERATION & MAINTENANCE:

A LEGALLY FILED MAINTENANCE AGREEMENT SHALL BE FILED WITH THE FINAL PD PLAN. THE OWNER OR THEIR SUCCESSORS OR ASSIGNS WILL MAINTAIN THE PROPOSED IMPROVEMENTS ON THIS SITE.

LANDSCAPE & IRRIGATION DESIGN:

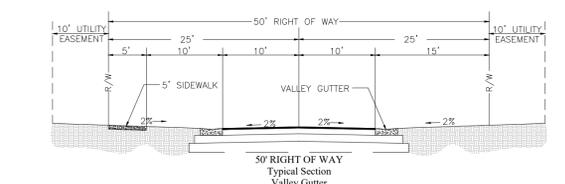
A LANDSCAPE ARCHITECT WILL BE REQUIRED TO DESIGN THE LANDSCAPE AND IRRIGATION PLAN FOR THE PROPOSED DEVELOPMENT.

TREE PRESERVATION & PROPOSED TREES:

A CERTIFIED ARBORIST OR SIMILAR HORTICULTURAL PROFESSIONAL LANDSCAPE ARCHITECT WILL BE REQUIRED TO REVIEW THE FINAL PD PLANS AND MUST ALSO REVIEW ALL CONSTRUCTION ACTIVITIES IN ORDER TO ENSURE THE HEALTHY SURVIVAL OF PRESERVED AND PROPOSED TREES.

PROPOSED DEVELOPMENT SCHEDULE:

THE PROPOSED DEVELOPMENT CONSTRUCTION SCHEDULE IS ANTICIPATED TO BEGIN WITHIN 10 YEARS OF THE PROPOSED PD PLAN APPROVAL. THIS TIMELINE IS ONLY AN ESTIMATE AND IS NOT A GUARANTEE. NOR DOES THIS ESTIMATE INCLUDE THE ENTIRE DEVELOPMENT OF THE SITE AS THIS MAY OCCUR IN PHASES BASED ON ECONOMIC CONDITIONS.



TYPICAL ROADWAY SECTION

PROJECT: NSC SILVER SPRINGS - PD PLAN
COUNTY, STATE, SEC/TWN/RGE.: MARION COUNTY, FL 12/15S/22E

TITLE: NSC SILVER SPRINGS PD PLAN

JOB#: 20-13

SHEET
1 OF 1

EXHIBIT B
NSC SILVER SPRINGS
PD STANDARDS BOOK

**NSC SILVER SPRINGS
PLANNED DEVELOPMENT
PD STANDARDS**

May 2025



**INTERNATIONAL PROPERTY
SERVICES, CORP.** REALTOR® 

INTERNATIONAL PROPERTY SERVICES, CORP.

2441 NE 3RD ST SUITE 201

Ocala, FL 34470

352.629.6101

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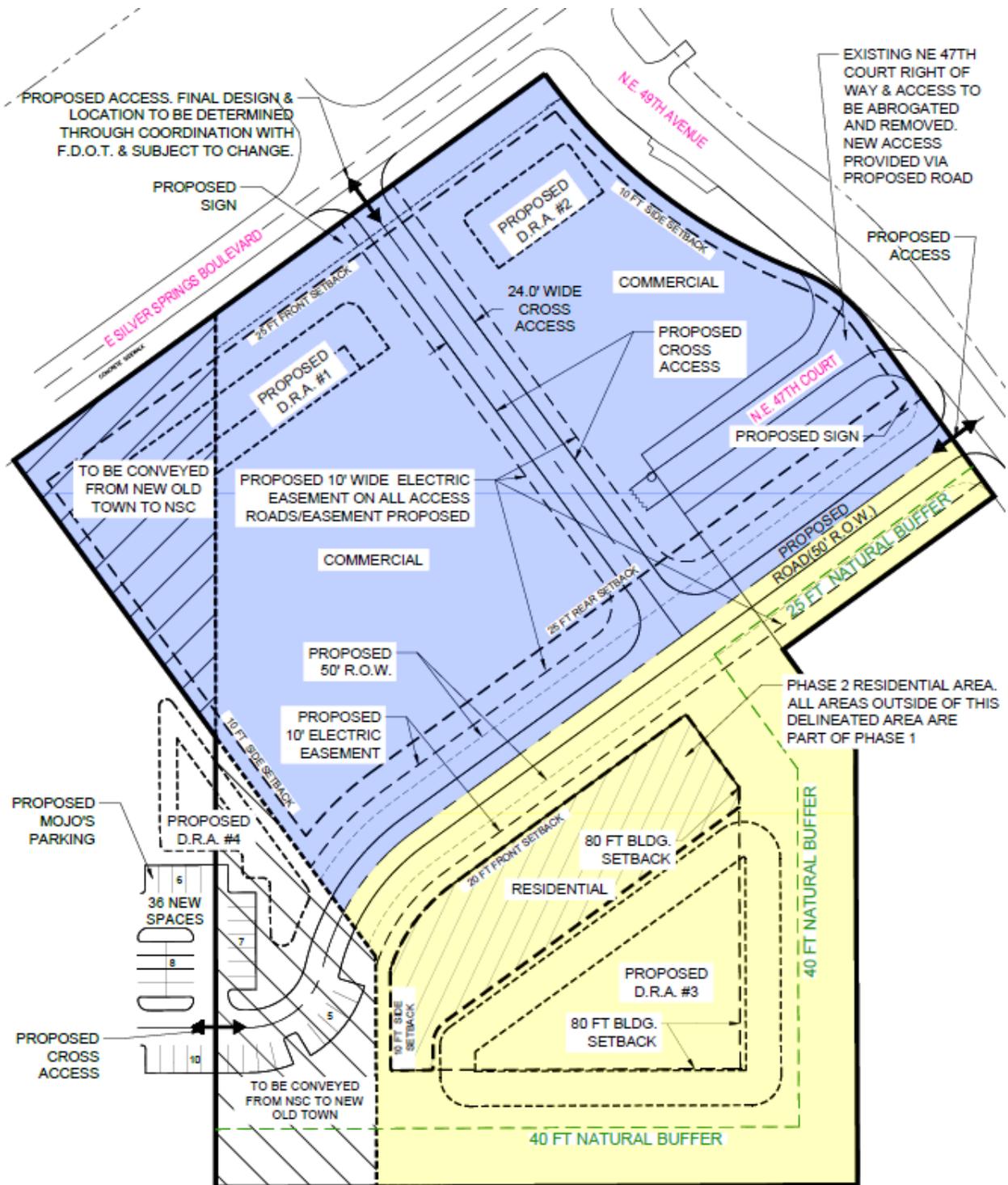
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CONCEPTUAL SITE PLAN



CONCEPTUAL PD PLAN
SCALE: 1" = 40'

INTRODUCTION

The “NSC Silver Springs Planned Development” is approximately 6.83 acres located within the City of Ocala (the City), South of Silver Springs Blvd (Highway 40) and west of NE 49th Avenue. The Planned Development (PD) comprises of the NSC Silver Springs Property (parcels: 2735-000-002, 2735-009-001, 2735-009-002, and 2735-006-017) and a portion of the New Old Town Village Property (parcel: 27028-004-03). The property is located within an area of the City that includes existing land uses that support the goals defined in the City’s Comprehensive Plan.

The “NSC Silver Springs Planned Development” includes a development plan that allows commercial and retail development generally adjacent to NE Silver Springs Boulevard, transitioning to residential uses for the remainder of the PD area adjacent to the Glynwood Subdivision. This project is intended to be platted and developed in two phases - Phase I Commercial and Phase II Residential. An 80 foot building setback has been provided along existing residential uses within the Phase II Residential. This setback may include utilities, drainage retention, aggregate open space, passive recreation areas, and buffers. No variances are requested at this time, however, at the time of site plan review, variances may be requested.

The PD Plan for “NSC Silver Springs Planned Development” provides a guideline for the development patterns, design elements, and vehicular and pedestrian mobility systems, at a conceptual level for this project.

These Standards serve as the basis for the planning and development efforts of the plan, following the provisions of the City’s Planned Development district and Low Intensity Future Land Use classification. The PD Plan is comprised of several constituent parts intended to provide assurance that the development of the property complies with the requirements of the City’s Comprehensive Plan and Chapter 122 of the Code of Ordinances. The PD Plan and Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for development within this area.

The Standards have been prepared to encourage and regulate the commercial and residential use of the development in accordance with this document, including building and site design elements. This application is consistent with the City of Ocala’s Low Intensity Use classification and Planned Development zoning district.

The PD Plan identifies and graphically depicts the Planning Tracts or “Tracts” and provides the land uses and density/intensity within each area. The “Tracts” have been noted below.

These Standards may be amended, as permitted in Sec. 122-946, by the Applicant and/or their designee, from time to time, to reflect changes in market conditions and development processes. The PD Plan includes Standards that have been developed based on existing site features, available infrastructure, the City’s overall vision for the area and similarly situated activity and employment centers. The PD Plan provides sustainable land use which is compatible internally and with adjacent properties. The Standards provide flexibility to best respond to current and future market forces, changes in building and development patterns and community demographics. The project’s proposed densities and intensities are consistent with the Low Intensity District Future Land Use classification of the city’s adopted Comprehensive Plan.

Table 1: NSC Silver Springs Plan Tracts

| Tract | Use and Intent |
|-------------------|--|
| Commercial/Retail | Commercial Retail uses including all uses permitted by-right or special exception in the B-2 zoning district as located along arterial highways or major roadway intersections. Development in this Tract may be in the form of single tenant, a building with multiple tenants, and/or, a series of buildings/lots. Car washes are not permitted. |
| Residential | Residential use consisting of single-family detached/attached and multifamily dwelling units. Multifamily may allow for a variety of densities and housing types. Units may include, single family detached, duplexes, triplexes, quadplexes, townhomes, villas, garden apartments, and multifamily apartments. |

DEVELOPMENT STANDARDS

The NSC Silver Springs PD is intended to provide for flexibility in design while meeting the City's intent for development within the area. These Standards and supporting application materials provide for a high standard of development and minimize impacts to and from adjoining land uses. The program distribution may be adjusted according to the needs of the community in accordance with the City's land development regulations provided the total densities and intensities included are not exceeded. The NSC Silver Springs PD provides appropriate setbacks, buffers, and development standards to mitigate impacts to and from existing adjoining uses.

*These standards apply in addition to the City of Ocala Land Development Regulations. In cases where these standards do not conflict with the requirements of the Land Development Regulations, then normal code requirements will apply.

Table 2: Development Standards for Commercial/Retail Tracts

| Standard | Requirements |
|---------------------------------|--|
| Tract size (acres ±) | ±4.17 Acres |
| Maximum Lot Coverage (FAR) | 0.75 |
| Minimum Front/Side/Rear Setback | The building setbacks shall be 25 feet on the front, 10 feet on the west side of the property, 25 feet on the south side adjacent to proposed east-west road, and 10 feet along the east side of the property. All uses and structures, except for buildings, are permitted within the building setback, subject to applicable zoning regulations, easements, and other governing restrictions. |
| Minimum Lot Size | 10,000 SF |
| Maximum Building Height | Buildings may not exceed 50 feet in height as defined by the City of Ocala Land Development Code. |
| Parking | Parking shall be pursuant to Section 122, Article V, Division 29, and Article VI of the Code of Ordinances. Developments may provide shared parking facilities as permitted by City Code or by parking study, as allowed under Section 122-1016. |
| Signage | Signage will be located adjacent to E. Silver Springs Boulevard, shall be based on the proposed use, and shall be determined at the Site Plan or Subdivision Plan development stage. Pedestrian and Wayfinding Signage may be provided and shall not be included in the overall site signage calculation. Signage shall be in accordance with the approved PD Plan and subject to the requirements of Chapter 110-151 through 110-155 of the Code of Ordinances. |
| Building Service Areas | Buildings shall be organized so that delivery and loading operations, HVAC equipment, dumpster locations, backflow preventers and other utility and service functions shall be incorporated into the overall design of the building and landscaping. Off street loading facilities shall comply with Sec. 122-982 of the Code of Ordinances. |
| Dumpsters | Dumpsters shall be screened consistent with City standards; with construction materials that complement the primary building. |
| Buffers | Buffers shall comply with 122-260 of the City of Ocala of Ordinances, except where shown otherwise on the PD Plan. Buffers and landscaping are proposed to be provided based on the type and intensity of development. |

| Standard | Requirements |
|--------------------------------|--|
| Open Space | 25% minimum. See notes and site data on plan. Open space shall be clustered into larger tracts/areas. Aggregate Open Space is provided by the overall PD via common area retention facilities, pedestrian facilities, and common area landscaping. |
| Building Articulation | Buildings shall be oriented toward public ROW. |
| Accent Materials | Accent features shall be provided to ensure an aesthetically pleasing development and may include elements reflected in the illustrative graphics and photographs included in the PD Plan and PD Standards including but not limited to pavers, landscape islands with vertical plantings, accent building materials, and other architectural features. |
| Tracts and Roadway Alignment | Tract acreage and delineation/boundary may be adjusted at the time of the final development plan for engineering and planning considerations. |
| Access | Tracts shall provide at least one access to a public or private road as generally illustrated on the PD Plan. The number and location of access points to internal roadways may be modified during the Site Plan or Subdivision Plan review process. Driveways shall conform to City of Ocala Driveway Policy. A non-exclusive cross access easement will be recorded. |
| Landscape | Landscaping planted within the PD shall meet all requirements in Chapter 118 of the City of Ocala Code of Ordinances, unless otherwise noted. A continuous hedge will be provided along NE 49 th Avenue. Buffers and landscaping are proposed to be provided based on the type and intensity of development. |
| Tree Preservation Requirements | Existing viable native shade trees will be saved when practical and buffers enhanced when necessary to meet code as required in Sec. 118-101.b of the City of Ocala Code of Ordinances. Tree Preservation is provided by the overall PD and shall be calculated on an aggregate basis. If the required number of shade trees cannot be preserved at the time of a parcel's development, then each developer shall mitigate per Sec. 118-101 to provide the required replacement inches or make a payment into the City's tree mitigation fund. |
| Minimum Tree Coverage | Post-development tree coverage within the PD shall comply with all requirements in Sec.118 of the City of Ocala of Ordinances. Tree Coverage is provided by the overall PD and shall be calculated on an aggregate basis. |

Table 3: Development Standards for Residential Tracts

| Standard | Requirements |
|--|--|
| Tract size (acres+/-) | ± 2.66 Acres |
| Intensity (Minimum and maximum density) | The minimum density and intensity is 3 dwelling units per gross acre. The maximum density and intensity is 18 dwelling units per acre. |
| Minimum Front/Side/Rear Setbacks (feet) | The building setbacks shall be 20 feet on the front, 10 feet on the west side of the property, 80 feet on the south and east side located to the rear of existing residential parcels. No building shall be allowed in the 25 foot natural buffer along the south side of the proposed 50' right of way. Building setbacks may include utilities, drainage retention, aggregate open space, passive recreation areas, and buffers. |
| Minimum Lot Size | 1,600 SF |
| Building Height | The maximum building height for residential structures shall not exceed 35 feet in height. |
| Building Service Areas | Delivery and loading operations, HVAC equipment, dumpster locations, backflow preventers and other utility and service functions shall be incorporated into the overall design of the building and landscaping. Off street loading facilities shall comply with Sec. 122-982 of the Code of Ordinances. |
| Dumpsters | Dumpsters shall be screened consistent with City standards; with construction materials that complement the primary building. |
| Parking | Parking shall be pursuant to Chapter 122 Article VI of the Land Development Code. Developments may provide shared parking facilities as permitted by City Code or detailed parking study. Garages will be provided if 2 parking spaces per unit cannot be accommodated within the residential tract |
| Signage | Signage will be located on NE 49 th Avenue and/or E Silver Springs Blvd, shall be based on the proposed use, and shall be determined at the Site Plan or Subdivision Plan development stage. Pedestrian and Internal Wayfinding Signage may be provided and shall not be included in the overall site signage calculation. Signage shall be in accordance with the approved PD Plan and subject to the requirements of Chapter 110-158 of the Code of Ordinances. |
| Utilities | Utilities should be located/buried such that tree installations are possible. |

| Standard | Requirements |
|--------------------------------|--|
| Buffers | Buffers shall comply with 122-260 of the City of Ocala of Ordinances, except where shown otherwise on the PD Plan. The twenty-five- to forty-foot-wide natural buffer shall not need to be enhanced unless tree preservation and/or tree spacing requirements are not met by existing vegetation. Buffers and landscaping are proposed to be provided based on the type and intensity of development. |
| Open Space | 25% minimum. See notes and site data on plan. Open space shall be clustered into larger tracts/areas. Aggregate Open Space is provided by the overall PD via common area retention facilities, pedestrian facilities, and common area landscaping. |
| Accent Materials | Accent features shall be provided to ensure an aesthetically pleasing development and may include elements reflected in the illustrative graphics included in the PD Plan including, but not limited to pavers, landscape islands with vertical plantings, accent building materials, and other architectural features. |
| Lots and Roadway Alignment | Lot acreage and delineation/boundary may be adjusted at the time of the formal site plan for engineering and planning considerations, subject to City approval. |
| Access | Tracts shall provide at least one access to a public or private road as generally illustrated on the PD Plan. The number and location of access points to internal roadways may be modified during the Site Plan or Subdivision Plan review process. Driveways shall conform to City of Ocala Driveway Policy. A non-exclusive cross access easement will be recorded. |
| Landscape | Landscaping planted within the PD shall meet all requirements in Chapter 118 of the City of Ocala Code of Ordinances, unless otherwise noted. The twenty-five- to forty-foot-wide natural buffer shown on the south and east boundaries shall not need to be enhanced unless tree preservation and/or tree spacing requirements are not met by existing vegetation. Buffers and landscaping are proposed to be provided based on the type and intensity of development. |
| Tree Preservation Requirements | Existing viable native shade trees will be saved when practical and buffers enhanced when necessary to meet code as required in Sec. 118-101.b of the City of Ocala Code of Ordinances. Tree Preservation is provided by the overall PD and shall be calculated on an aggregate basis. If the required number of shade trees cannot be preserved at the time of a parcel's development, then each developer shall mitigate per Sec. 118-101 to provide the required replacement inches or make a payment into the City's tree mitigation fund. |
| Minimum Tree Coverage | Post-development tree coverage within the PD shall comply with all requirements in Sec.118 of the City of Ocala of Ordinances. Tree Coverage is provided by the overall PD and shall be calculated on an aggregate basis. |

ARCHITECTURAL STYLES AND EXAMPLES

Commercial









Residential





See Proof on Next Page

Ocala Gazette
PO Box 188
(352) 732-0073

I, Rachel Cozart, of lawful age, being duly sworn upon oath deposes and says that I am the Authorized Agent of Affidavits of Column Software, PBC, duly appointed and authorized agent of the Publisher of Ocala Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Ocala, for the County of Marion County, in the state of Florida, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

PUBLICATION DATES: June 6. 2025

Notice ID: AaSK2zn0y6Gh2qwutCL1

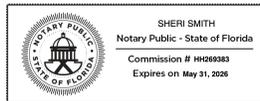
Notice Name: Ord 2025-25 through 2025-31

PUBLICATION FEE: \$381.27

Rachel Cozart

VERIFICATION

State of Florida
County of Broward



Signed or attested before me on this: 06/09/2025

06/09/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The Ocala City Council has introduced the following ordinance(s) and will consider its adoption at the regular meeting to be held on Tuesday, June 17, 2025 at 4:00 p.m. in City Hall, 2nd Floor, Council Chamber, 110 SE Watula Avenue, Ocala, Florida. Interested parties are invited to appear at the meeting and be heard with respect to the proposed legislation. Copies of the proposed documents may be inspected in advance at the office of the City Clerk, Ocala City Hall.

Any person who decides to appeal any decision of the Ocala City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purposes, may need to ensure that a verbatim record of the proceedings is made.

If reasonable accommodations are needed for you to participate in this meeting, please call 48 hours in advance so arrangements can be made through the City Clerk's office at 352-629-8266.

ORDINANCE 2025-25

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA REPEALING SECTION 70-371, CODE OF ORDINANCES, CITY OF OCALA, FLORIDA, SO AS TO TERMINATE THE INTRODUCTION OF FLUORIDE INTO THE MUNICIPAL POTABLE WATER SUPPLY IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 403.859, FLORIDA STATUTES, AS AMENDED BY SENATE BILL 700 (2025); PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-26

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA CONCERNING AND AMENDING CHAPTER 70, ENTITLED "UTILITIES," OF THE CODE OF ORDINANCES, CITY OF OCALA, FLORIDA; AMENDING SUBSECTION 70-301(d)(4), TO PROVIDE FOR REVISED FEES TO BE CHARGED FOR TESTING INDUSTRIAL WASTEWATER SERVICES; ADDING SUBSECTION 70-301(d)(5), ENTITLED "INDUSTRIAL PERMIT FEES;" TO PROVIDE FOR A FEE TO BE CHARGED FOR PROCESSING INDUSTRIAL PERMITS; AMENDING SUBSECTION 70-321(b),

ENTITLED "APPLICABILITY; AMOUNT;" TO PROVIDE FOR REVISED FEES TO BE CHARGED FOR TESTING INDUSTRIAL WASTEWATER SERVICES; AMENDING SECTION 70-391 ENTITLED "DEFINITIONS;" TO PROVIDE FOR THE DEFINITION OF TAMPERING; AMENDING SUBSECTION 70-411(a), ENTITLED "CONNECTION CHARGES - CHARGE FOR SETTING METER," TO PROVIDE FOR REVISED SCHEDULES FOR RESIDENTIAL AND COMMERCIAL SEWAGE RATE CHARGES AND EFFECTIVE DATES TO BE SET BY SEPARATE CITY COUNCIL RESOLUTION; AMENDING SECTION 70-413, ENTITLED "TEMPORARY WATER SERVICE;" TO PROVIDE FOR REVISED DEPOSITS FOR HYDRANT METERS OR JUMPER METERS; AMENDING SECTION 70-414, ENTITLED "CHARGE FOR TESTING WATER METERS;" TO PROVIDE FOR REVISED FEES TO BE CHARGED FOR TESTING WATER METERS AT A CUSTOMER'S REQUEST; AMENDING SUBSECTIONS 70-417(b) AND (c), ENTITLED "LEAKS; NEW LANDSCAPING;" TO PROVIDE FOR FURTHER CLARIFICATION ON WATER LEAK REIMBURSEMENT; ADDING SECTION 70-418, ENTITLED "DAMAGING, TAMPERING WITH OR PREVENTING ACCESS TO EQUIPMENT OR FACILITIES OF THE WATER SYSTEM," PROVIDING FOR FINES AND COSTS TO BE ASSESSED AGAINST UTILITY CUSTOMERS WHO TAMPER WITH THE WATER SYSTEM EQUIPMENT AND CURB STOPS; ADDING SECTION 70-419, ENTITLED "MISCELLANEOUS CHARGES," TO PROVIDE FEES AND CHARGES FOR (1) CUSTOMER REQUESTED MAINTENANCE, (2) DISCONNECT/ RECONNECT, (3) WATER METER MANUAL RE-READS, (4) CUSTOMER REQUESTED SITE VISITS, (5) WATER METER DISCONNECTION FOR NON-PAYMENT, (6) WATER METER AND/OR VALVE TAMPERING FEES, AND (7) DEMOLITION PERMIT FEES; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-27

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA CONCERNING AND AMENDING DIVISION 2, ENTITLED "WATER AND SEWER IMPACT FEES;" OF ARTICLE V, ENTITLED "FEES, RATES AND CHARGES," OF CHAPTER 70, ENTITLED "UTILITIES," OF THE CODE OF ORDINANCES, CITY OF OCALA,

FLORIDA; AMENDING SECTION 70-502, ENTITLED "IMPACT FEE IMPOSED" TO PROVIDE FOR THE IMPOSITION OF AMENDED IMPACT FEE RATES FOR THE YEARS 2025 THROUGH 2028; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-28

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM B-2, COMMUNITY BUSINESS, TO B-4, GENERAL BUSINESS, FOR CERTAIN PROPERTY LOCATED AT 2206 SW 10TH ROAD (PARCEL 23536-000-00), APPROXIMATELY 0.53 ACRE (CASE NO. ZON25-0005); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-29

AN ORDINANCE AMENDING THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN, FUTURE LAND USE MAP SERIES AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE FUTURE LAND USE CHANGE (CASE NO. LUC23-45427); AMENDING THE FUTURE LAND USE MAP DESIGNATION FROM NEIGHBORHOOD TO LOW INTENSITY FOR PROPERTY LOCATED IN THE 1900 BLOCK OF NE 49TH AVENUE (PARCELS 22735-006-017 AND 2735-009-002), APPROXIMATELY 0.78 ACRES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-30

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PD, PLANNED DEVELOPMENT, R-1,

SINGLE-FAMILY RESIDENTIAL, & B-2, COMMUNITY BUSINESS, TO PD, PLANNED DEVELOPMENT, FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (PARCEL 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, AND A PORTION OF PARCEL 27028-004-03), APPROXIMATELY 6.83 ACRES (CASE NO. PD23-45431); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-31

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PD, PLANNED DEVELOPMENT, TO B-2, COMMUNITY BUSINESS, FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION AT NE 49TH AVENUE AND E SILVER SPRINGS BOULEVARD (A PORTION OF 2735-000-002), APPROXIMATELY 0.59 ACRES (CASE NO. ZON23-45419); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: RES-2025-33

Agenda Item #: 9f.

Submitted By: Emily W. Johnson, AICP

Presentation By: Emily W. Johnson

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Adopt Resolution 2025-33 to amend the Planned Development, Plan and Standards Book for property located at the northeast corner of the intersection of NE 25th Avenue and NE 28th Street (Parcel 24274-000-00), approximately 12.61 acres (Case No. PD24-45735) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place, Economic Hub

PROOF OF PUBLICATION:

N/A

BACKGROUND:

- Petitioner: Boyd Real Estate, LLC
- Property Owner: 25th Avenue Ocala LLC
- Agent: David Tillman, Tillman & Associates Engineering, LLC

Key Points:

This request is to replace the approved Planned Development (PD) Plan and Standards Book with the requested amended documents, which include the PD Plan and Standards, as outlined in the agenda packet. Specifically, the petitioner has submitted the request to amend the following. No other changes are proposed to the PD Plan or Standards Book.

- Reduce the width of the road right-of-way along the eastern boundary from 50 feet to 45 feet.
- Reduce the street-side setback for corner lots from 15 feet to 10 feet.
- Reduce the width of the utility easements from 10 feet to five feet.

On November 19, 2024, the City Council adopted Ordinance 2025-6 to rezone the subject property from INST, Institutional, to PD, Planned Development. The PD Plan and Standards Book were subsequently adopted via Resolution 2025-5 for the construction of 55 single-family homes, which included passive recreation areas, a

pavilion, a playground, a perimeter walking trail, and landscape buffers along the site's perimeter.

PD Plan and Standards Book Details:

The amended PD Plan and Standards Book reflect a reduction in the width of the road right-of-way along the eastern boundary from 50 feet to 45 feet. The Standards Book indicates that the right-of-way will be publicly dedicated and maintained by the City. The requested road width deviates from Subsection 114-91(n), which requires roads to be a minimum of 50 feet in width.

Additionally, the applicant requests a reduction in the street-side setback for corner lots from 15 feet to 10 feet and a reduction in the width of the utility easements from 10 feet to five feet. The amended PD Plan depicts a five-foot electric utility easement on either side of the typical right-of-way. The requested reduction has been reviewed by Ocala Electric Utility (OEU) and approved, subject to the condition that the requirements of Subsection 70-602(o)(3) will be met.

Planning & Zoning Commission:

Staff presented the proposed amendment to the Planning and Zoning Commission at the meeting on June 9, 2025. The Board members requested clarification regarding the location of the reduced electric utility easements. Staff confirmed that the electric utilities easements typically run alongside the road rights-of-way, and that the applicant is requesting to reduce the width of the easements. Additionally, the applicant explained that the request has been made due to the site's geometry and engineering constraints. The Planning and Zoning Commission recommended approval with a vote of seven to zero.

FINDINGS AND CONCLUSIONS:

- The amended PD Plan is consistent with the minimum standards required for a reduced electric utilities easement pursuant to Subsection 70-602(o)(3).
- The applicant is requesting a variation to Subsection 114-91(n), to allow for a 45-foot-wide right-of-way. This variation is in addition to the previously approved variations for PD24-45735, as approved by City Council under Resolution 2025-5.
- The proposed amendment is not anticipated to alter the project's impact on the levels of service. Adequate public facilities exist to serve the proposed development. The proposed development will be required to extend sewer services to this project.

Staff recommends approval.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

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

ALTERNATIVES:

- Approve with changes
- Deny
- Table

SUPPORT MATERIALS:

- PD Plan
- PD Standards Book
- Letter(s) of Objection

RESOLUTION 2025-33

A RESOLUTION APPROVING AN AMENDMENT TO THE PLANNED DEVELOPMENT (PD) PLAN AND ASSOCIATED PD STANDARDS BOOK (GREEN FAMILY TRUST PD) AS PREVIOUSLY ADOPTED BY RESOLUTION 2025-5, FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NE 25TH AVENUE AND NE 28TH STREET (PARCEL 24274-000-00), APPROXIMATELY 12.61 ACRES (CASE NO. PD24-45735)

Whereas, Boyd Real Estate, LLC (the “applicant”) submitted a PD Plan (Case PD24-45735) for property located at the northeast corner of the intersection of NE 25th Avenue and NE 28th Street, approximately 12.61 acres to allow for the construction of 55 single-family homes, including passive recreation areas, a pavilion, playground, a perimeter walking trail, and landscape buffers along the perimeter of the site; and

Whereas, as an associated Ordinance 2025-6 amended the zoning map of the City of Ocala changing parcel 24274-000-00 from INST, Institutional, to PD, Planned Development; and

Whereas, the City Council adopted Resolution 2025-5 establishing the PD Plan and Standards for development for the construction of 55 single-family homes, including passive recreation areas, a pavilion, playground, a perimeter walking trail, and landscape buffers along the perimeter of the site; and

Whereas, the applicant submitted an amendment to PD Plan and Standards Book (Case PD24-45735) requesting to reduce the width of the road right-of-way along the eastern boundary from 50-feet to 45-feet, the street-side setback for corner lots from 15-feet to 10-feet, and the width of the utility easements from 10-feet to 5-feet; and

Whereas, on June 9, 2025, the Planning and Zoning Commission recommended approval of the applicant’s request by a 7 to 0 vote.

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

1. The City of Ocala does hereby approve the amended Green Family Trust PD plan (Exhibit “A”) and PD standards book (Exhibit “B”).
2. The effective date for this resolution will be July 15, 2025.
3. The approved PD plan and associated PD standards book shall apply to the following described land located in Ocala, Marion County, Florida, to wit:

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST

1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF NE 28TH STREET (80 FEET WIDE) WITH THE EAST RIGHT OF WAY LINE OF NE 25TH AVENUE (80 FEET WIDE); THENCE NORTH 00 DEGREES, 01 MINUTES, 58 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, 1280.54 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 88 DEGREES, 52 MINUTES, 55 SECONDS EAST A DISTANCE OF 432.59 FEET; THENCE SOUTH 00 DEGREES, 06 MINUTES, 34 SECONDS WEST A DISTANCE OF 1280.53 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID NE 28TH STREET; THENCE SOUTH 88 DEGREES, 52 MINUTES, 23 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 429.41 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

4. A certified copy of the Resolution shall be recorded by the Clerk of the City of Ocala in the public records of Marion County, Florida.

This resolution adopted this _____ day of _____, 2025.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney



Applicant: Boyd Real Estate LLC
Property Owner: 25th Avenue Ocala LLC
Project Planner: Emily W. Johnson, AICP
Amendment Request: Public hearing to amend the PD, Planned Development, Plan and Standards Book.

Parcel Information

Acres: ±12.61 acres
Parcel(s)#: 24274-000-00
Location: The northeast corner of the intersection of NE 25th Avenue and NE 28th Street
Existing use: Vacant/Undeveloped
Future Land Use Designation: Neighborhood
Zoning Designation: PD, Planned Development
Special District(s)/Plan(s): PD Plan approved by Resolution 2025-5
Approved Agreement(s): N/A

Figure 1. Aerial Location Map



Adjacent Property Information

| <u>Direction</u> | <u>Future Land Use</u> | <u>Zoning District</u> | <u>Current Use</u> |
|-------------------------|---|--|--|
| North | Medium Residential (County) | R-1, Single-Family Dwelling (County) | Church/Place of Worship |
| East | Neighborhood | R-1A, Single-Family Residential | Single-Family Residence |
| South | Neighborhood | R-1A, Single-Family Residential | Single-Family Residences (Raven Glen subdivision), adjacent to NE 28 th Street |
| West | Medium Residential (County) Neighborhood | R-1, Single Family Dwelling (County) R-1A, Single-Family Residential A-1, Agricultural | Single-Family Residences (Baldwin Heights subdivision), adjacent to NE 25 th Avenue |

Applicant Request

The petitioner is requesting to amend the PD, Planned Development, Plan and Standards Book. Specifically, the petitioner has submitted the request to amend the following (no other changes are proposed to the PD Plan or Standards Book):

- Reduce the width of the road right-of-way along the eastern boundary from 50-feet to 45-feet.
- Reduce the street-side setback for corner lots from 15-feet to 10-feet.
- Reduce the width of the utility easements from 10-feet to 5-feet.

Background:

On November 19, 2024, the City Council adopted Ordinance 2025-6 to rezone the subject property from INST, Institutional, to PD, Planned Development. The PD Plan and Standards Book were subsequently adopted via Resolution 2025-5, for the construction of 55 single-family homes, including passive recreation areas, a pavilion, playground, a perimeter walking trail, and landscape buffers along the perimeter of the site. The following background information was presented at the original rezoning and public hearings:

- The south 200-feet of the subject property was annexed into the City in 1964 with a zoning designation of Agricultural (A-1). The remainder of the property was annexed in 2005, with a requested zoning designation of Planned Unit Development (PUD-05) and a land use classification of Low Density Residential; while the annexation and land use change were approved, the Conceptual PUD Plan was not approved, and the northern portion of the subject property was designated as “No Zoning.”
- On January 22, 2013, the City Council adopted Comprehensive Plan Amendments consistent with the 2035 Vision, which eliminated the Low-Density Residential Future Land Use

Classification; the subject property is currently classified as Neighborhood.

- In 2015, the entire property was rezoned Institutional (INST). However, a site plan has never been submitted to facilitate development. The subject property is currently vacant and undeveloped.
- The subject property lies at the northernmost boundary of the City limits along NE 25th Avenue. The surrounding area is residential in nature, and primarily developed with single-family residences as the urban environment transitions into Marion County. Nearby subdivisions include:
 - Raven Glen Unit 1 (PB 7 Pg 1), which is zoned R-1A and was platted in 2002. The plat approved 128 lots on 49.93 acres (density of 2.56 dwelling units per acre). The lots are approximately 80-feet-wide by 120-feet-long.
 - Raven Glen Unit 2 (PB 9 Pg 1), which is zoned R-1A and was platted in 2005. The plat approved 111 lots on 42.55 acres (density of 2.60 dwelling units per acre). The lots are approximately 80-feet-wide by 120-feet-long.
 - Baldwin Heights (PB S Pg 96), which is zoned R-1 (County) and was platted in 1978. The plat approved 11 lots on approximately 3.60 acres (density of 3.05 dwelling units per acre). The lots are approximately 104-feet-wide by 140-feet-long.
 - Carol Estates (PB V, Pg 26), which is zoned R-1 (County) and was platted in 1982. The plat approved 137 lots on approximately 61.60 acres (density of 2.22 dwelling units per acre). Lot sizes are approximately 90-feet-wide by 150-feet-long.

Staff Analysis

Factual Support

Proposed PD Plan and Standards

The amended PD Plan and Standards Book reflect a reduction in the width the road right-of-way along the eastern boundary from 50-feet to 45-feet. The Standards Book indicates that the right-of-way will be publicly dedicated and maintained by the City. The requested road width deviates from Subsection 114-91(n), which requires that roads be a minimum of 50-feet in width.

Additionally, the applicant is requesting a reduction the street-side setback for corner lots from 15-feet to 10-feet, and the width of the utility easements from 10-feet to 5-feet. The amended PD Plan depicts a 5-foot Electric Utility Easement on either side of the typical right-of-way. The requested reduction has been reviewed by Ocala Electric Utility (OEU) and approved on with the condition that the requirements of Subsection 70-602(o)(3) will be met.

Neighborhood Meeting

A neighborhood meeting was held in June 2024, with the agent providing information regarding the proposed development and nearby residents asking questions pertaining to the level of affordability, traffic, roadway and access conditions, and wildlife.

Due to the timing and nature of the amendment request, a second neighborhood meeting was deemed unnecessary. The approved uses, unit count, and subdivision layout will not be substantially altered by the amendment request.

Consistency with Comprehensive Plan

The requested amendment is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. Future Land Use Element Policy 6.4: Neighborhood. The intent of the Neighborhood category is to identify and reserve predominantly residential and ancillary uses. Existing street pattern, tree canopy cover, character, and residential occupancy shall be considered when designating areas with the Neighborhood category. The form of buildings and development may be regulated by a Corridor Overlay. Residential is the primary use. Single-family uses are allowed based on the Land Development Code, up to the maximum density permitted by the Comprehensive Plan. Multi-family uses shall be reviewed through the development process to determine compatibility, with specific approval criteria being further defined in the Land Development Code.

Concentrated areas of neighborhood-serving non-residential (e.g., commercial, office, institutional, educational facilities, recreational or cultural) facilities, at intensities compatible with surrounding neighborhoods, may be permitted. These uses are intended for locations on thoroughfares and collectors within the edges of the neighborhood districts. The type, size, location and justification for such non-residential facilities shall be based upon the existing and planned availability of supporting street networks, transit and other public facilities to promote convenience, reduced travel distance, conservation of energy, building and site design, as well as market demand for use as support to the surrounding neighborhood area and impact on the neighborhood residents.

The Neighborhood category is generally characterized as a walkable form with unique and identifiable neighborhoods where the predominant land use is residential and the primary modes of transportation include walking, bicycles, automobiles, and bus transit. Buildings are generally low and mid-rise in character. Housing types associated with this category are predominately single-family detached homes, attached homes like row houses or townhomes, and garden style multi-family buildings. The history, character, and connectivity of existing neighborhoods should be considered when evaluating development proposals. Higher densities on existing small lots may be allowed in order to create a mix and diversity of housing types.

Parks and open spaces ranging in size should be provided throughout the Neighborhood land use category areas. Stormwater management facilities should be designed as recreational amenities and included in parks and open spaces. Public parks or open spaces should be located within walking distance of the majority of housing units within neighborhoods. Parking for non-residential uses will be limited and located on the street and in the rear of the building screened from surrounding residential uses. Non-residential uses should be accessible by sidewalks, bikeways and public transit.

There is no minimum density and intensity in this future land use category. The maximum density before any incentives is 5 dwelling units per gross acre for single family residential and 12 dwelling units per gross acre for multifamily residential. The maximum intensity before any incentives for non-residential development is 0.25 FAR.

Staff Comment: The Neighborhood Future Land Use classification identifies residential as the primary use, and emphasizes that the history, character, and connectivity of existing neighborhoods should be considered when evaluating potential development. The surrounding area is characterized by single-family residential uses, and connectivity will be further evaluated during the subdivision review process. The proposed PD amendment will not alter the approved density

or development pattern of the PD.

2. Future Land Use Element Policy 7.2: City guidelines shall be context-sensitive to providing appropriate transitions between adjacent land uses with particular emphasis on building compatibility between neighborhoods and non-residential uses.

Staff Comment: The existing PD zoning district is compatible with the existing neighborhood development pattern and provides for development at a density that is contextually appropriate for the area.

3. Future Land Use Element Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.

Staff Comment: As identified in the Level of Service Analysis below, there appears to be adequate public facilities exist to service the subject property.

Consistency with Land Development Regulations

The requested amendment is consistent with the following Sections of the City of Ocala Code of Ordinances:

1. Section 122-946(a): Substantial changes to a PD plan shall require city council approval, and any revised PD plan approved by city council shall be adopted by resolution prior to approval of a site plan or conceptual subdivision plan that includes substantial changes. A revised PD plan proposing substantial changes shall meet all requirements of this division and shall be heard at public hearings before the planning and zoning commission and city council after due public notice. Changes in land uses and density/intensity greater than five percent shall be considered substantial. For purposes of this subsection, other substantial changes are defined as: changes to project access, circulation plan, land use arrangement, buffers, a change to the approved PD standards book or the elements required to be included therein, and any other changes deemed substantial by the site plan review committee.

The applicant is proposing changes to the project circulation plan, as well as a reduction in setbacks and utilities easement width.

2. Subsection 70-602(o)(3): A ten foot utility easement parallel to the right of way on both sides will be required for all underground subdivisions. Exceptions may be granted by the Electric Utility providing all the following conditions are met:

- a. There must be a substantial reason that providing an electric (utility) easement would be detrimental to the project and not in the best interest of the city (or Marion County) as a whole.

The applicant is requesting the easement reduction on the basis that the original PD plan did not appropriately account for the site geometry. The approved lot layout and roadway configuration cannot be maintained if the 10-foot utility easement is required to fall outside of the right-of-way, which would be detrimental to the project as a whole.

- b. Where a subdivision has reduced setback provisions that would place transformers closer than 20 feet to buildings.

The applicant is requesting to reduce setbacks to 15-feet from the front property line, 5-feet from interior side property lines, 10-feet from street side property lines, and 10-feet from rear property lines.

- c. Those developments where curb and gutter are used and a minimum of 12 feet from back-of-curb to back of right-of-way is present on both sides of the right-of-way. The maximum slope from back-of-curb to back of right-of-way shall be no more than .1, with no swales or other obstructions that would interfere with the safe operation and maintenance of the electric facilities.

The applicant is proposing right-of-way cross sections depicting an optional curb. The 50-foot-wide cross section depicts 14-feet from the back-of-curb to the back-of-right-of-way, with a 5-foot-wide electric utilities easement located outside of the right-of-way. The 45-foot-wide cross section depicts a variable distance between the back-of-curb and the back-of-right-of-way, with a 5-foot-wide electric utilities easement located within the right-of-way.

- d. There must be no foreseeable need to widen the roadways within the project to the point that would require relocation of installed OEU facilities.

The proposed roadways are interior to a subdivision with a specified number of lots. There is no foreseeable need to widen the roadways.

- e. There must be room within the right-of-way to set aside the five-foot furthest from the road on both sides of the right-of-way solely for installation of underground and pad mounted electric facilities. This reserved area must be specified on the Improvement Plan and be approved by OEU prior to final approval by the city or Marion County.

The applicant is proposing cross sections which depict 5-foot easements reserved specifically for the installation of electric facilities. OEU has reviewed the proposed cross sections and conditionally approved the request.

- f. If water or gas facilities are to be installed within the right-of-way, there must be at least a five-foot horizontal separation between electric and water or gas facilities.

The applicant is proposing cross sections which depict 5-foot easements reserved specifically for the installation of electric facilities. Any easements proposed outside of the right-of-way for other utilities will be considered and approved as part of the subdivision plans.

- g. Locating the electric facilities within the right-of-way will not pose any increased safety risk of injury or property damage to either OEU or the public.

OEU has reviewed the proposed cross sections and conditionally approved the request.

Variations from Code of Ordinances

The petitioner is requesting the following variation to the Code of Ordinances as part of this request:

- 1. Subsection 114-91(n): Street right-of-way widths and sight distances shall be as follows unless otherwise indicated or required by law:

| Street Type | Minimum ROW (feet) |
|-------------|--------------------|
|-------------|--------------------|

| | |
|--------------------|----|
| With curb & gutter | 50 |
| Marginal access | 50 |

The applicant is requesting to reduce the right-of-way along the eastern boundary of the subdivision from 50-feet to 45-feet. The subject right-of-way provides marginal access to the internal lots of the subdivision, and connects to NE 28th Street as a stabilized secondary emergency access. The Standards Book indicates that the right-of-way will be publicly dedicated and maintained by the City.

Level of Service (LOS)

Transportation: The 2023 congestion management data from the Ocala-Marion TPO for the affected roadway is provided below.

- **Adopted LOS / Available Capacity:**

| Road/ Street Name | Lanes | Speed Limit | Functional Classification | Adopted LOS | LOS Capacity | 2023 AADT | Existing LOS |
|-------------------------|-------|----------------|------------------------------|----------------|-----------------|--------------|-----------------|
| NE 25 th Ave | 2 | 35 MPH | Collector | E | 11,232 | 8,000 | D |

Developments proposing to generate 100 or more net new PM peak hour trips are required to submit a traffic study as part of the subdivision review. The affected segment of NE 25th Avenue is currently operating above the adopted Level of Service.

Potable Water: City utilities are available at this location; connections will be determined during the subdivision review process. A city water main runs along NE 25th Avenue.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City’s water system is 24.4 million gallons daily (mgd).

Sanitary Sewer: The proposed development will be required to extend sewer services to this project. A force main is available along NE 25th Avenue to the south and west of the subject property; and an existing 8” gravity main currently serves the Raven Glen Unit 1 subdivision to the south. Connections will be determined during the subdivision review process.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd).

Solid Waste: The subject property is located within the City’s service area; refuse pickup will be determined during the subdivision review process.

- *Adopted Level of Service (LOS) Solid Waste:* 3.54 pounds per capita per day for residential development.
- *Available Capacity:* Solid waste is transported to facilities outside of the City.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City’s 69,283 population requires 318.70 developed park acres. The city currently owns and maintains 622.27 developed park acres, pursuant to the Fall 2024 Activity Guide released by the Recreation and Parks Department.

Other Public Facilities:

The following public facilities do not have adopted Level of Service standards and are provided as additional information

Stormwater: The subject property is not located within a Flood Zone. For any future redevelopment, 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.

Electric: The subject property is within the Ocala Electric Utility service territory.

Fiber: Service is not currently available at this location. There are 45 service requests in the single-family residential subdivisions located to the south of the subject property (Raven Glen Units 1 and 2).

Fire Service: Ocala Fire Rescue Station #5 is located approximately 0.5 miles from the subject property at 2340 NE 25th Avenue. This distance falls within the desired industry standard of 1.5 miles for fire service.

Schools: The subject property is serviced by Ocala Springs Elementary (operating at 121.48% capacity), Fort King Middle (68.36%) and Vanguard High Schools (89.33%). The proposed development may generate up to 6 additional Elementary School-aged students, 3 additional Middle School-aged students, and 4 additional High School-aged students.

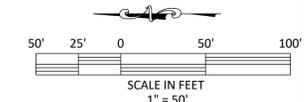
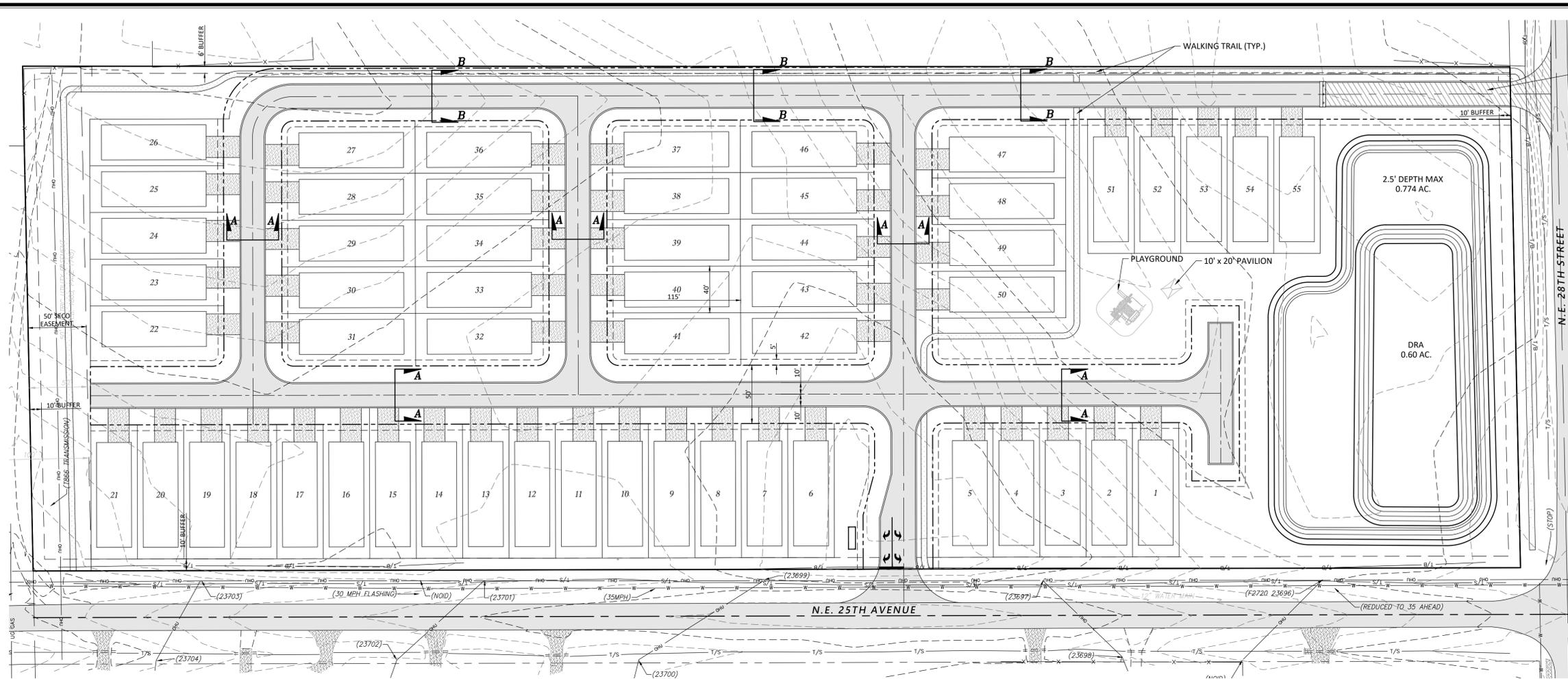
| Project Dwelling Units (SFR) | | | |
|-------------------------------------|------------------------------------|---|---|
| School Level | SFR Student Generation Rate | 63 SFR (max. 5 d.u./acre permitted by FLU) | 55 SFR (proposed by PD Plan) |
| E | 0.13 | 8 | 7 |
| M | 0.064 | 4 | 3 |
| H | 0.094 | 5 | 5 |

Staff Findings and Recommendation

- The proposed amendment is consistent with the existing Neighborhood Future Land Use classification pursuant to Code of Ordinances Section 122-244.
- The amended PD Plan is consistent with the minimum standards required for a reduced electric utilities easement pursuant to Subsection 70-602(o)(3).
- The applicant is requesting a variation to Subsection 114-91(n), to allow for a 45-foot-wide right-of-way. This variation is in addition to the variations previously approved by city council for PD24-45735 under Resolution 2025-5.
- The proposed amendment is not anticipated to alter the project’s impact on Levels of Service. Adequate public facilities exist to service the proposed development. The proposed development will be required to extend sewer services to this project.

Staff Recommendation: Approval of the revision to PD24-45735

EXHIBIT A
GREEN FAMILY DECLARATION OF TRUST
AMENDED PD PLAN



OWNER: GREEN FAMILY TRUST
 DEVELOPER: BOYD REAL ESTATE GROUP
 DESIGNER: TILLMAN & ASSOCIATES ENGINEERING, LLC.
 ADDRESS: 6811 NE 37TH LN
 SILVER SPRINGS FL 34488-2108
 PARCEL: 24274-000-00

PROJECT AREA:
 RESIDENTIAL = 12.61 ± AC.

LAND USE & ZONING (CITY OF OCALA):
 EXISTING FUTURE LAND USE: NEIGHBORHOOD
 EXISTING ZONING: INST (INSTITUTIONAL)
 PROPOSED ZONING: PD
 PROPOSED LAND USE: NEIGHBORHOOD

DRA AREA:
 PROVIDED: 1.37 ± AC (10.86 %)

OPEN SPACE:
 REQUIRED: 5.04 ± AC (12.61*0.4)
 DRA: (LIGHT BLUE HATCH) 0.774 ± AC
 REMAINDER OPEN SPACE: (GREEN HATCH) 5.417 ± AC
 TOTAL PROVIDED: 6.19 ± AC (49.0%)
 OPEN SPACE AGGREGATE REQUIRED 0.50 AC (5.04 AC * 10%)
 OPEN SPACE AGGREGATE PROVIDED: 0.58 AC (11.5%) (WALKING TRAIL & IOS)

DENSITY:
 ALLOWED:
 RESIDENTIAL: 12.61 X 5 = 63 UNITS
 PROVIDED:
 40' X 110' MIN. LOT = 55 UNITS

PROPOSED BUFFERS:
 PROPOSED BUFFERS TO ADHERE TO CITY OF OCALA CODE REQUIREMENTS AT MINIMUM.

UTILITY COMPANIES:
 WATER CITY OF OCALA
 SEWER CITY OF OCALA
 ELECTRIC CITY OF OCALA

- NOTES:
- LAYOUT IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE.
 - THIS PROPERTY SHALL BE MAINTAINED BY AN ESTABLISHED HOA OR DEVELOPER.
 - PROJECT IS WITHIN FLOODZONE "X" ACCORDING TO FIRM PANEL #12083C0735D.
 - SIGN TO BE COMPLIANT WITH CHAPTER 110 OF OCALA CODE OF ORDINANCE (SIGN MAYBE LOCATED ON EITHER SIDE OF ENTRANCE).
 - WALKING TRAIL TO BE 5' IN WIDTH AND SHALL BE DELINEATED TO IDENTIFY TRAIL. STABILIZED MATERIAL WITH GRASS COVER WILL BE USED.
 - SOLID WASTE IMPACT FEE IS DUE AND PAYABLE FOR EACH RESIDENTIAL UNIT AT THE TIME OF FINAL PLAT. THE COST IS ESTABLISHED BY CITY COUNCIL (CURRENT FEE IS \$265.00 PER BUILDABLE LOT.)
 - TO HAVE A 5-FOOT ELECTRIC UTILITY EASEMENT, SECTION 70-602(o)(3) WILL BE MET AS REQUIRED.

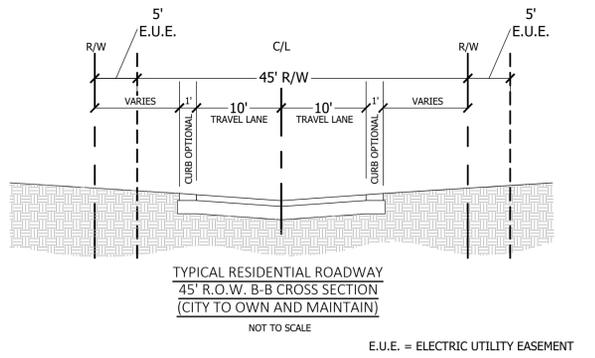
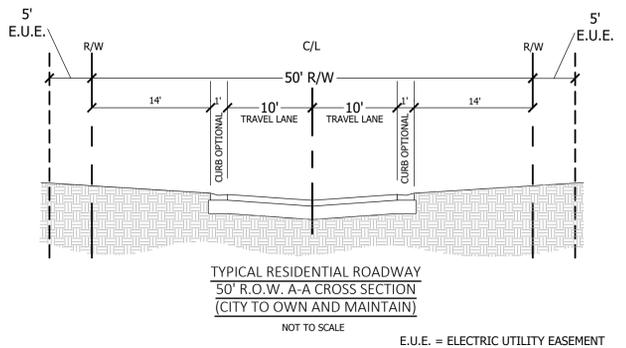
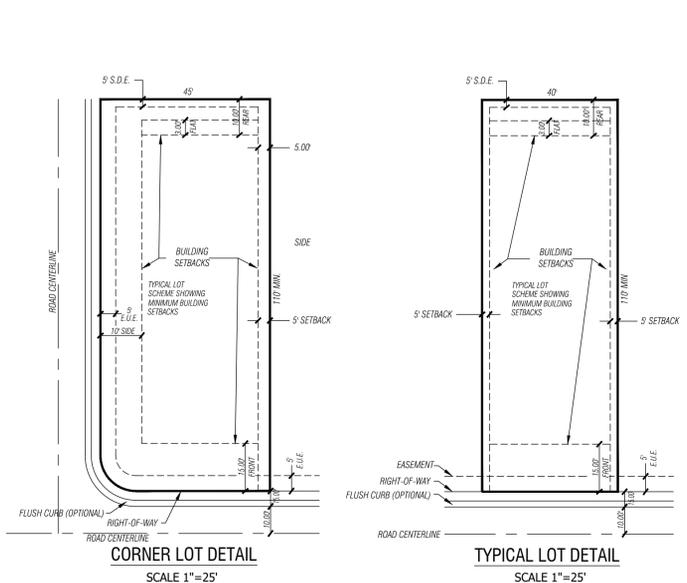
LEGAL DESCRIPTION FOR PARCEL 24274-000-00

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF NE 28TH/ STREET (80 FEET WIDE) WITH THE EAST RIGHT OF WAY LINE OF NE 25TH/ AVENUE (80 FEET WIDE); THENCE NORTH 00 DEGREES, 01 MINUTES, 58 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, 1280.54 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 88 DEGREES, 52 MINUTES, 55 SECONDS EAST A DISTANCE OF 432.59 FEET; THENCE SOUTH 00 DEGREES, 06 MINUTES, 34 SECONDS WEST A DISTANCE OF 1280.53 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID NE 28TH/ STREET; THENCE SOUTH 88 DEGREES, 52 MINUTES, 23 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 429.41 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

ITEMS TO BE DEVIATED FROM CODE REQUIREMENTS:

- LOT SIZE AND SETBACKS - SEE DEVELOPMENT STANDARDS
- RESIDENTIAL BLOCKS - CERTAIN BLOCKS MAY BE LESS THAN 240' IN LENGTH.
- SIDEWALKS - NO INTERNAL SIDEWALKS BEING PROPOSED. SIDEWALKS OR PAY FEE IN LIEU OF TO BE ESTABLISHED ALONG NE 28TH STREET AND NE 25TH AVENUE
- UTILITY EASEMENTS TO BE REDUCED FROM 10' TO 5' OUTSIDE OF R.O.W.



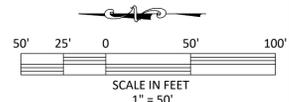
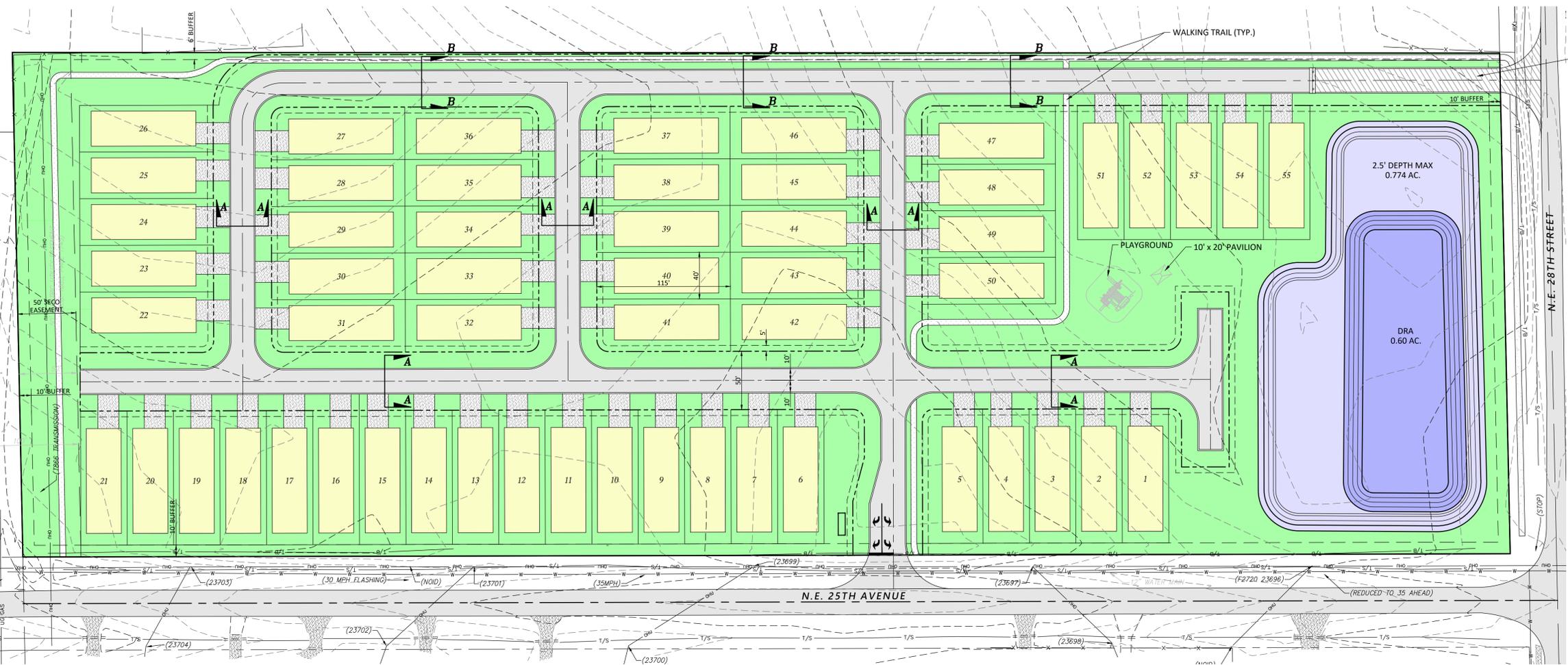
Tillman & Associates
 ENGINEERING, LLC.
 CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
 1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
 Office: (352) 387-4540 Fax: (352) 387-4545

| NO. | DATE | REVISIONS |
|-----|------|-----------|
| | | |
| | | |
| | | |
| | | |

BOYD DEVELOPMENT - NE 25TH AVENUE
 CONCEPT PLAN
 CITY OF OCALA, FLORIDA
CONCEPT PLAN

DATE 04/08/2025
 DRAWN BY RS
 CHKD. BY RS
 JOB NO. 23-8340

SHT. _____



OWNER: GREEN FAMILY TRUST
 DEVELOPER: BOYD REAL ESTATE GROUP
 DESIGNER: TILLMAN & ASSOCIATES ENGINEERING, LLC.
 ADDRESS: 6811 NE 37TH LN
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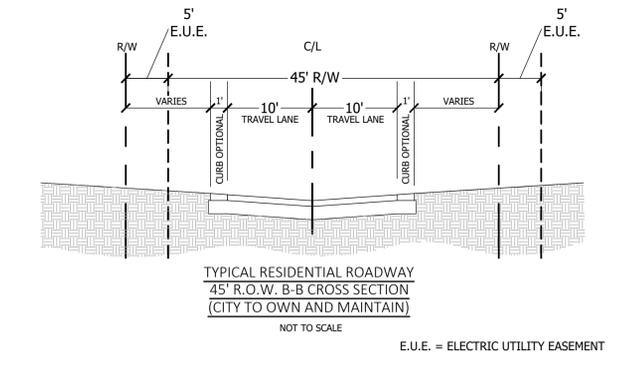
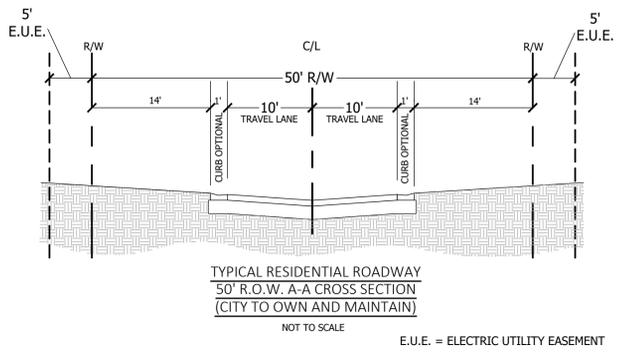
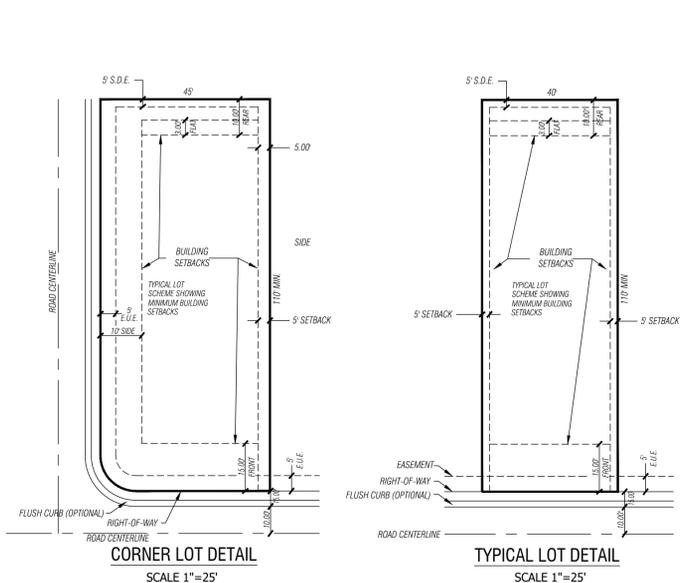
UTILITY COMPANIES:
 WATER CITY OF OCALA
 SEWER CITY OF OCALA
 ELECTRIC CITY OF OCALA

- NOTES:**
- LAYOUT IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE.
 - THIS PROPERTY SHALL BE MAINTAINED BY AN ESTABLISHED HOA OR DEVELOPER.
 - PROJECT IS WITHIN FLOODZONE "X" ACCORDING TO FIRM PANEL #12083C0735D.
 - SIGN TO BE COMPLIANT WITH CHAPTER 110 OF OCALA CODE OF ORDINANCE (SIGN MAYBE LOCATED ON EITHER SIDE OF ENTRANCE).
 - WALKING TRAIL TO BE 5' IN WIDTH AND SHALL BE DELINEATED TO IDENTIFY TRAIL. STABILIZED MATERIAL WITH GRASS COVER WILL BE USED.
 - SOLID WASTE IMPACT FEE IS DUE AND PAYABLE FOR EACH RESIDENTIAL UNIT AT THE TIME OF FINAL PLAT. THE COST IS ESTABLISHED BY CITY COUNCIL (CURRENT FEE IS \$265.00 PER BUILDABLE LOT.)
 - TO HAVE A 5-FOOT ELECTRIC UTILITY EASEMENT, SECTION 70-602(o)(3) WILL BE MET AS REQUIRED.

LEGAL DESCRIPTION FOR PARCEL 24274-000-00

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF NE 28TH/ STREET (80 FEET WIDE) WITH THE EAST RIGHT OF WAY LINE OF NE 25TH/ AVENUE (80 FEET WIDE); THENCE NORTH 00 DEGREES, 01 MINUTES, 58 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, 1280.54 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 88 DEGREES, 52 MINUTES, 55 SECONDS EAST A DISTANCE OF 432.59 FEET; THENCE SOUTH 00 DEGREES, 06 MINUTES, 34 SECONDS WEST A DISTANCE OF 1280.53 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID NE 28TH/ STREET; THENCE SOUTH 88 DEGREES, 52 MINUTES, 23 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 429.41 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

- ITEMS TO BE DEVIATED FROM CODE REQUIREMENTS:**
- LOT SIZE AND SETBACKS - SEE DEVELOPMENT STANDARDS
 - RESIDENTIAL BLOCKS - CERTAIN BLOCKS MAY BE LESS THAN 240' IN LENGTH.
 - SIDEWALKS - NO INTERNAL SIDEWALKS BEING PROPOSED. SIDEWALKS OR PAY FEE IN LIEU OF TO BE ESTABLISHED ALONG NE 28TH STREET AND NE 25TH AVENUE
 - UTILITY EASEMENTS TO BE REDUCED FROM 10' TO 5' OUTSIDE OF R.O.W.



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

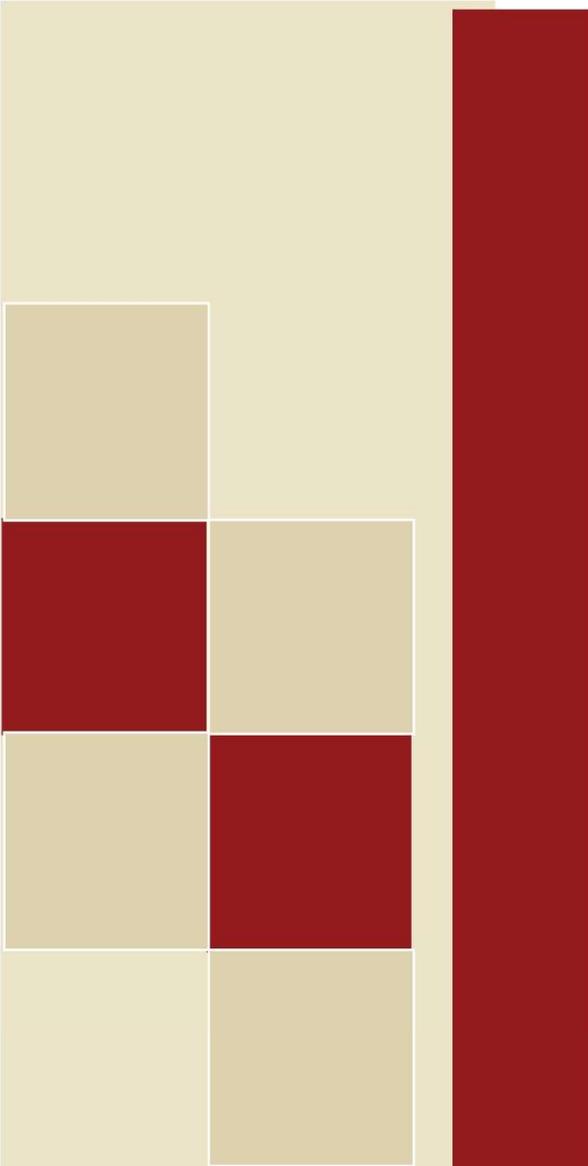
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BOYD DEVELOPMENT - NE 25TH AVENUE
 CONCEPT PLAN
 CITY OF OCALA, FLORIDA
CONCEPT PLAN

DATE 04/08/2025
 DRAWN BY RS
 CHKD BY RS
 JOB NO. 23-8340

SHT. _____

EXHIBIT B
GREEN FAMILY DECLARATION OF TRUST
AMENDED PD STANDARDS BOOK



Boyd Development NE 25th Avenue

Amended PD Standards and Concept

Prepared For:
Boyd Development

Prepared: April 2025

2025

Tillman & Associates
ENGINEERING, LLC.

Tillman & Associates

ENGINEERING, LLC.

Civil Engineering . Environmental . GIS . Land Planning . Landscape Architecture
1720 SE 16th Ave, Bldg. 100 Ocala, FL 34471
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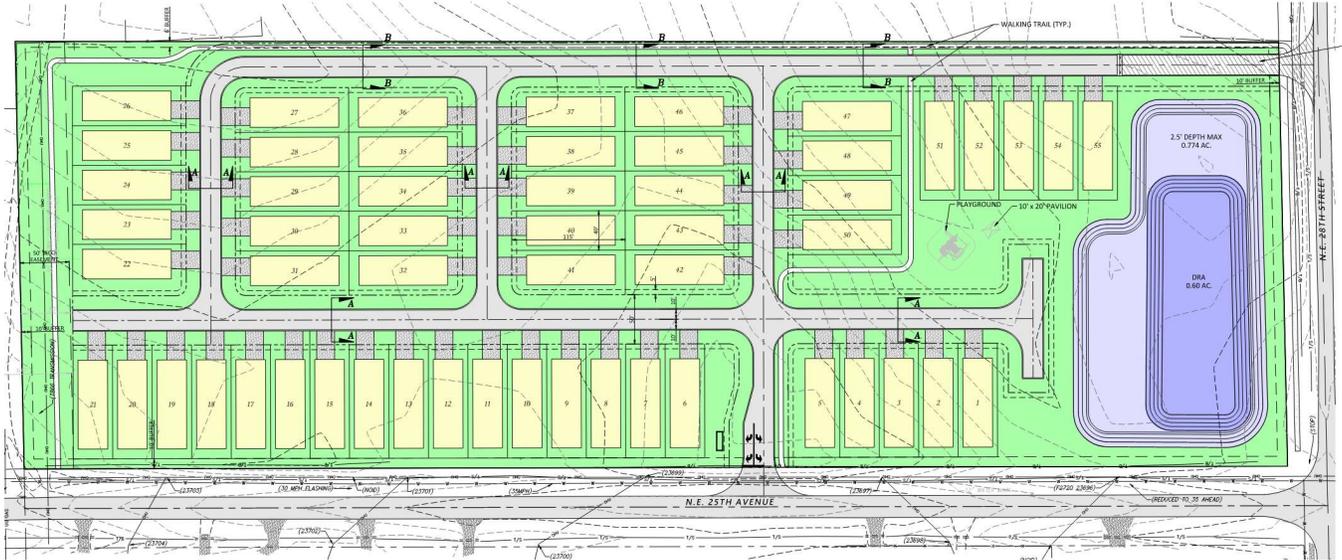
Exhibit 'A' : Legal Description:
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Exhibit 'B': Master Development Map with Aerial:17

Tillman & Associates

ENGINEERING, L.L.C.

Conceptual Site Plan:



North



Phasing:

NA

Introduction:

The Boyd Development NE 25th Avenue (PD) comprises 12.61 +/- acres within the City of Ocala located along NE 25th Avenue just north of NE 28th Street. The property is designated Neighborhood within the City of Ocala Comprehensive Plan.

The PD Plan for Boyd Development NE 25th Avenue provides a blueprint for the preferred development patterns, design qualities, and transportation systems, at a conceptual level, for this project.

These Standards serve as the foundation for the planning development efforts of the plan, consistent with the provisions of the City’s Planned Development district and Neighborhood Future Land Use classification. In compliance with the City’s PD requirements, the Boyd Development NE 25th Avenue PD Plan is comprised of several components intended to provide assurance that the development of the property complies with the standards and requirements of the City’s Comprehensive Plan and Chapter 122 of the Code of Ordinances. The PD Plan and Design Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for the development within this area.

The PD Plan identifies and graphically depicts the scope and provides the land uses and density/intensity envisioned within the project.

The Development Standards may be amended by the Applicant and/or their designee, from time to time, to reflect changes in market conditions and development processes. The PD Plan includes Standards that have been developed based on existing site features, available infrastructure, the City’s overall vision for the area and similarly situated activity. The PD Plan provides sustainable land use which is compatible internally and with adjacent properties. The Standards provide flexibility to best respond to current and future market forces, changes in building and development patterns and community demographics. The project’s proposed densities and intensities are consistent with the Neighborhood Future Land Use classification of the city’s adopted Comprehensive Plan. The project is designed to provide adequate and compatible housing for this area.

Table 1: Boyd Development NE 25th Avenue Land Use Classification

| <u>Land Use</u> | <u>Intent</u> |
|-----------------|---|
| Neighborhood | Detached Single Family Residential lots |

Overall Guiding Principles:

The Boyd Development NE 25th Avenue PD consists of residential single-family dwellings. The following standards are intended to provide a framework for development and provide for implementation of the overall vision.

Architecture

- Architecture shall be of a similar style and level of quality as the examples shown on page 10 of this document.
- Buildings shall include architectural features that provide visual interest and recognize local character.
- Façade colors shall be low reflectance, subtle, or neutral tone colors. Building trim and accent areas may feature brighter colors, including primary colors.
- Buildings should be organized and arranged to complement the topography, vegetation, or other natural features of the site.
- The overall site design intent shall be to provide detached single family homesites.
- Streets and the roadway network should promote pedestrian activity in a safe and comfortable environment.
- Buildings shall be organized to group the utilitarian functions away from the public view from public streets. HVAC equipment, dumpster locations, backflow preventers and other utility and service functions shall be screened and incorporated into the overall design of the building and landscaping.
- Each individual homesite will utilize individual waste receptacles for garbage pick-up.
- Pedestrian and automobile traffic should be separated to the extent possible where such traffic conflicts occur, consideration should be given to special paving or similar techniques to clearly mark such crossings.
- Public space may be coordinated with water management facilities to provide amenities, such as water feature overlooks, or paths.
- Driveway areas may be illuminated for safe maneuvering of motor vehicles. Lighting assemblies along driveways shall be consistent in type and color, with those used in the common areas and should generally not exceed 20 feet in height; pedestrian level lighting should generally not exceed 15 feet in height. Lighting must include cut-off fixtures to minimize light pollution on adjacent properties.

Site Lighting

- Light fixtures shall be appropriately designed and not impede the vision of pedestrians and motorists.
- The design of site and street lighting shall include existing and future tree locations to maintain appropriate levels of illumination.
- Promote use of LED lighting
- Light fixtures and security lighting shall be cut-off fixtures.
- Promote use of “dark sky” principles and practices.
- Streetlights, if required, will be added at a one-time charge to the customer. Estimated costs will be provided as part of the actual electrical service design (Sec. 70-621)
- Electric utility infrastructure and service provisions shall follow the policies and procedures in accordance with the City of Ocala Code Ordinances, Sec. 70-541 through Sec.70-720.

Signage

- Entrance monuments / signs shall be located to create an arrival threshold.
- Sign construction and placement shall comply with Florida Department of Transportation regulations, e.g. line -of-sight safety requirements.
- Signs shall complement the project site through style, material, and color.
- Signs shall not adversely impact the vision of pedestrians and motorists.
- Secondary emergency access shall have sign indicating this is emergency access only.

Amenities

- Usable aggregate open space as required Sec. 122-942(a)(4)(d) will comprise amenities comparable to those shown on page 11 or amenities of equivalent value to future residents.

Landscape

- Plants shall be Florida No. 1.
- Landscape plantings should include a diverse combination of deciduous and evergreen trees, shrubs, grasses, and ground covers.
- Drought tolerant plants are encouraged.
- Promote low-use irrigation.
- Landscape materials that are problematic invasive are prohibited.
- Shade trees shall be 10’ away from underground utilities.
- Shade trees shall be 4’ away from edge of pavement, curb, or sidewalk.
- Shade trees shall not conflict with buildings.

Development Standards:

This PD is intended to provide for flexibility in design while meeting the City's intent for the development of the area. The PD Standards and supporting application materials provide for a high standard of development and minimize impacts to and from adjoining land uses. The PD Plan provides appropriate buffers, setbacks and development standards to mitigate impacts to existing adjoining residential uses.

Land uses shall be in accordance with the Standards of the PD Plan.

*These standards apply in addition to the City of Ocala Land Development Regulations. In cases where these standards do not conflict with the requirements of the Land Development Regulations, then normal code requirements will apply. ***These standards deviate from normal requirements.***

Table 2-1: Development Standards

| Standard | Requirement |
|-------------------------|---|
| Lot Size and Setbacks * | See Development Table Below |
| Parking | Parking shall be pursuant to Section 122, Article VI, Division 2 of the Code of Ordinance. |
| Signage | To comply with Section 110-158 of the City Code of Ordinances |
| Buffers | See concept plan for further details. Material to be used from list provided in this standards packet. Existing trees and vegetation to be preserved as much as possible especially along perimeter of project. Replacement or infill to be determined at site plan process. |
| Open Space | There shall be a minimum open space requirement of 40 percent of the total gross acreage for single family development in any PD project. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD. (Sec. 122-942(a)(4)(d) Based on concept both open and aggregate space will be met. |
| Building Materials | 25% of the street facing side of a building and signs shall have a minimum of two different but complimentary materials, for example, stucco and flagstone, plus trim, sill, or cap with stone sill or with wood trim. Hardie board panels and lap siding. |
| Access | Project shall provide at least two accesses to public or private road as generally illustrated on the PD Plan. One shall be declared for emergency purposes. Will comply with 114-91(d) |
| Residential Blocks* | Residential blocks may be a minimum of 300' but not exceed 600' in length. Reduction to min.190' is requested on certain blocks. LDR Sec 114-95 (b). |
| Sidewalks* | In lieu of sidewalks being constructed on internal streets the project shall provide a walking trail as depicted on concept plan. Stabilized material to be utilized. Sidewalk to be provided or fee pay in lieu of for frontage along NE 28 th Street and NE 25 th Avenue. This is deviating from Sec. 114-92(b) (c) (d). |
| Streets | Concept provides adequate circulation and connectivity to adjacent R.O.W. as well as adjacent parcels. |
| Utility Easements* | Applicant is requesting 5' electric utility easement outside of R.O.W. |
| R.O.W. widths* | Applicant is requesting to reduce R.O.W. width from 50' to 45' along ROW delineated on concept as B-B. This deviates from Sec 114-91 (n) which requires a minimum of 50' in width. All roads to be maintained by City. |

Table 2-2: Development Standards

| | |
|---------------|------------------|
| Proposed Uses | |
| Category | Uses |
| SFR | Residential Lots |

| Proposed Development Standards | | | | | | | | |
|--------------------------------|-----------|-------------|-----------------|----------|------------------|------|------------------|------------|
| Structure type | | Minimum lot | | | Minimum setbacks | | | Max Height |
| | | Width | Depth | Area | Front | Rear | Side/corner | |
| SFR | Principal | 40' | 110' minimum | 4,400 SF | 15' | 10' | 5'/10' (20')* | 40' |
| | Accessory | | | | N/A | 5' | 5'/5' | 20' |
| | Amenity | | | | 15' | 10' | 5' | 20' |

Principal structure

A structure on a lot or parcel which is used, arranged, adapted or designed for the predominant or primary use for which the lot or parcel is or may be used as a home.

* Project reserves the ability to allow zero side lot line setback with 10' minimum separation between structures.

Accessory structure

A subordinate building or structure on the same lot that is devoted to the principle structure, such as outdoor storage, carport and pool with enclosure. *Accessory structures only be allowed in the side and rear yard.

Amenities

These standards are not applicable to individual homesite lots. This is intended for amenity area development within common areas.

Architectural Styles: Single Family Residence

One-story



Amenities:
Amenities proposed are in balance with the number of units being proposed (53). Multiple parks are within the vicinity as well.



Multi-modal Path with stabilized material to be determined at site plan.

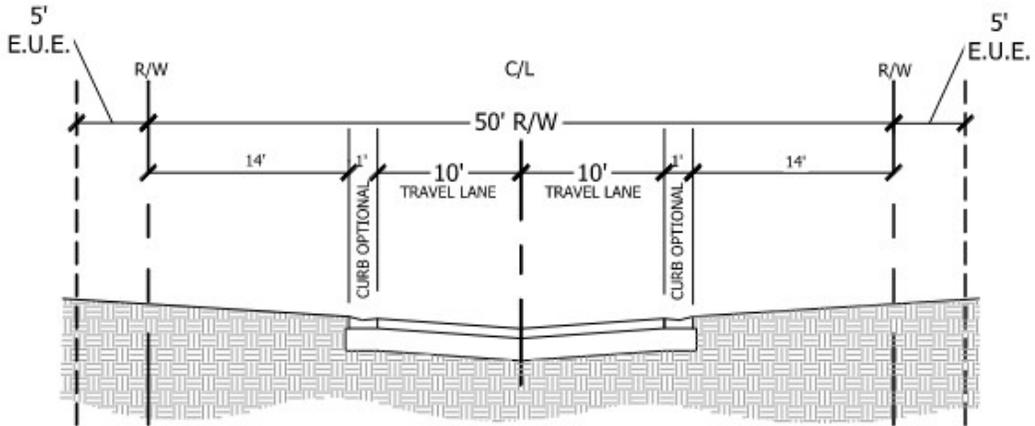


Similar 10' X 20' pavilion with benches



Playground Equipment or Similar

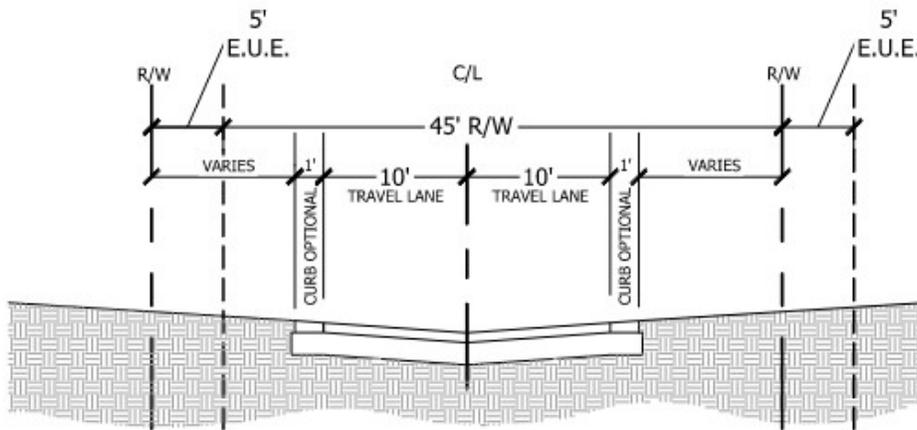
Roadway Section:



TYPICAL RESIDENTIAL ROADWAY
50' R.O.W. A-A CROSS SECTION
(CITY TO OWN AND MAINTAIN)

NOT TO SCALE

E.U.E. = ELECTRIC UTILITY EASEMENT

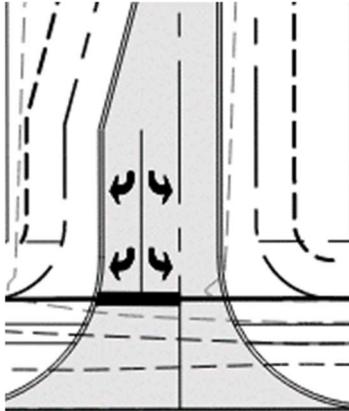
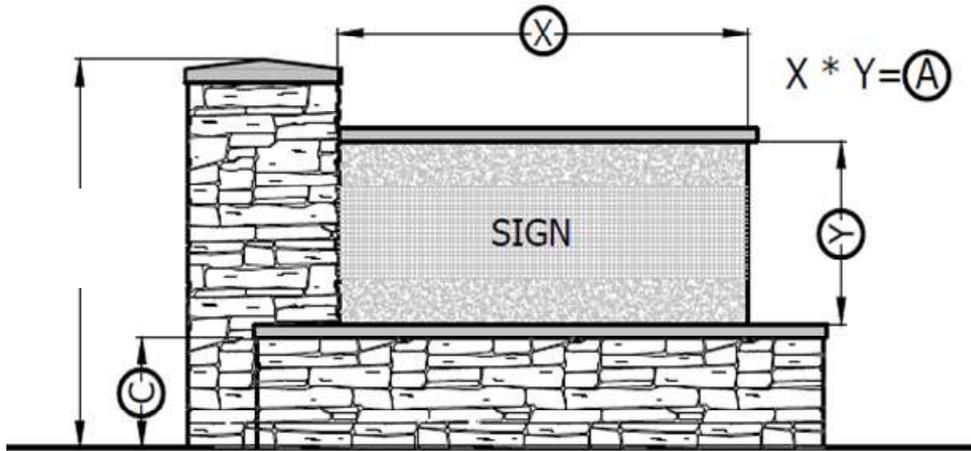


TYPICAL RESIDENTIAL ROADWAY
45' R.O.W. B-B CROSS SECTION
(CITY TO OWN AND MAINTAIN)

NOT TO SCALE

E.U.E. = ELECTRIC UTILITY EASEMENT

Entrance Sign:



Sign to be located on one side of entrance and not within site triangle.

Entrance Sign:

Description

- Signs are subject to the requirements set forth in Ocala Code of Ordinances Chapter 110.

Standards

- Monument signs must be set back at least 10' from the side lot line and 5 feet from R.O.W.
- Monument signs shall have two different but complimentary materials, for example cultured stone and stucco. Signs shall complement each other to create a cohesiveness throughout the development.

Dimensions

- Sign area maximum = 24 sf each side A
- Height (max): 8' B
- Pedestal height (min/max) 2'/ 5' C

Number of Signs

- One monument sign at each entry is allowed along street frontage.
- Internal directional signs not to exceed what is allowed per Code of Ordinances

Prohibitions

- Any sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination.
- Signs which move or give the appearance of moving, including banners, pennants, streamers, string pennants, balloons and all other signs which flutter, undulate, swing, oscillate, rotate, or otherwise move by natural or artificial means.
- Roof signs that are constructed or maintained upon the roof of any building or any wall sign extending more than thirty-six (36) inches above the roof line or parapet wall of a building.
- Signs should not interfere with views of buildings.
- Excessive number of individual signs.

Plant Sample:

| Planting material | |
|---|--------------------------------|
| Botanical Name | Common Name |
| Shrubs, Grasses, Groundcovers | |
| Agapanthus africanus | Lily-of-the-Nile |
| Dianella tasmanica 'Variegata' | Variegated Flax Lily |
| Dietes vegeta | African Iris |
| Illicium parviflorum | Yellow Anise |
| Ilex vomitoria 'Stokes Dwarf' | Schilling's Dwarf Yaupon Holly |
| Ligustrum japonicum | Ligustrum |
| Liriope muscari | Liriope |
| Muhlenbergia capillaris | Muhly Grass |
| Paspalum notatum 'Argentine' | Argentine Bahia |
| Pittosporum tobira 'Variegata' | Variegated Pittosporum |
| Serenoa repens | Saw Palmetto |
| Spartina bakeri | Cordgrass |
| Stenotaphrum secundatum 'Floratam' | St. Augustine 'Floratam' |
| Tulbaghia violacea | Society Garlic |
| Trachelospermum jasminoides | Creeping Jasmine |
| Viburnum obovatum 'Mrs. Shillers Delight' | Dwarf Walters Viburnum |
| Viburnum odoratissimum | Sweet Viburnum |
| Viburnum suspensum | Sandankwa Viburnum |
| Zamia floridana | Coontie |
| Trees | |
| Acer rubrum 'Florida Flame' | Flame Red Maple |
| Ilex x 'Nellie R. Stevens' | Nellie Stevens Holly |
| Ilex vomitoria | Weeping Yaupon Holly |
| Lagerstroemia indica | Crape Myrtle |
| Ligustrum japonicum | Ligustrum, tree-form |
| Liquidambar styraciflua | Sweetgum |
| Magnolia grandiflora 'D.D. Blanchard' | D.D. Blanchard Magnolia |
| Myrica cerifera | Wax Myrtle |
| Pinus elliottii | Slash Pine |
| Pinus palustris | Longleaf Pine |
| Prunus angustifolia | Chickasaw Plum |
| Sabal palmetto | Sabal Palm |
| Taxodium distichum | Bald Cypress |
| Ulmus alata 'Winged' | Winged Elm |
| Quercus shumardii | Shumard Oak |
| Quercus virginiana | Live Oak |

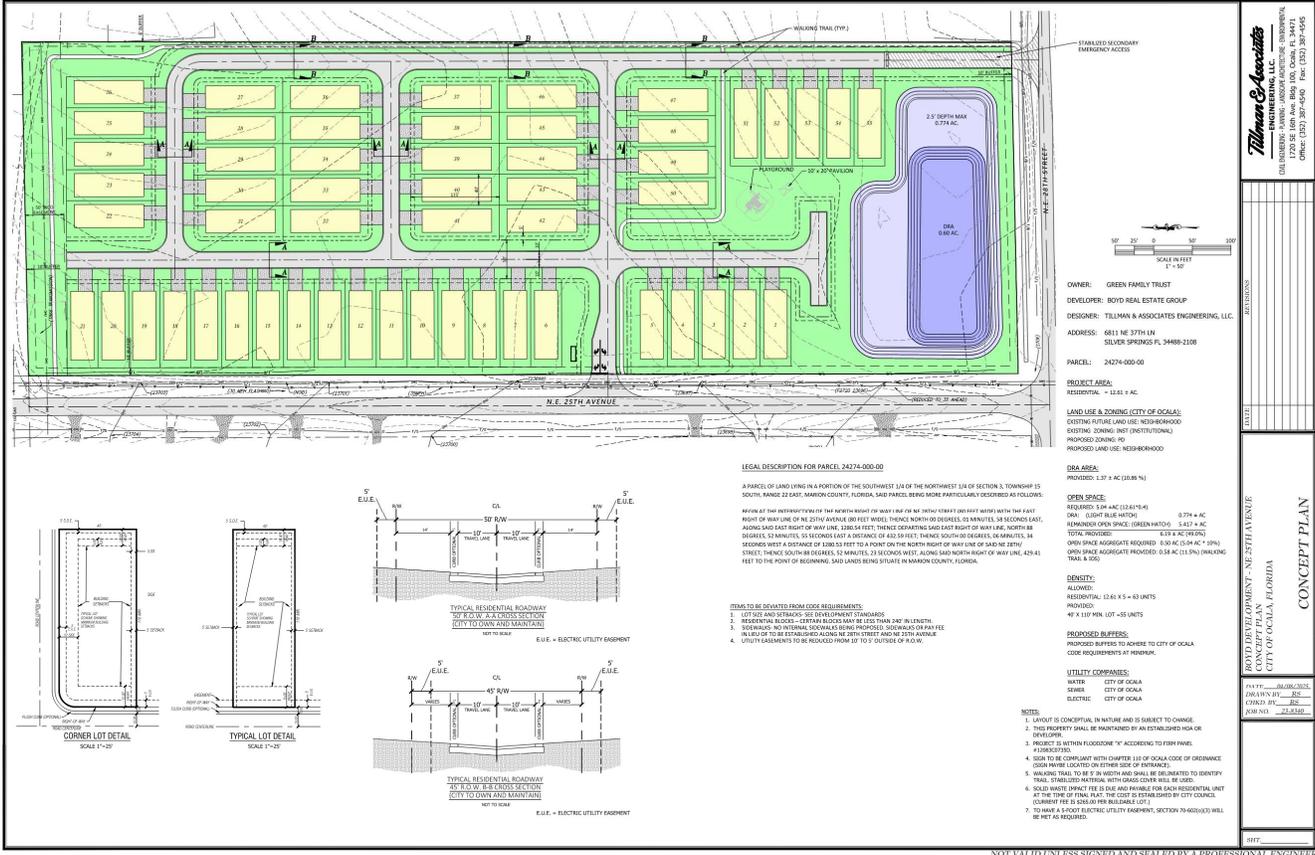
Exhibit 'A' Legal Description:

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF NE 28TH STREET (80 FEET WIDE) WITH THE EAST RIGHT OF WAY LINE OF NE 25TH AVENUE (80 FEET WIDE); THENCE NORTH 00 DEGREES, 01 MINUTES, 58 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, 1280.54 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 88 DEGREES, 52 MINUTES, 55 SECONDS EAST A DISTANCE OF 432.59 FEET; THENCE SOUTH 00 DEGREES, 06 MINUTES, 34 SECONDS WEST A DISTANCE OF 1280.53 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID NE 28TH STREET; THENCE SOUTH 88 DEGREES, 52 MINUTES, 23 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 429.41 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

Tillman & Associates

ENGINEERING, L.L.C.



LEGAL DESCRIPTION FOR PARCEL 24274-000-00

A PARCEL OF LAND LIVING IN A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL THAT PART OF THE NORTH RIGHT OF WAY 142 FEET WIDE THAT BOUND THE EAST RIGHT OF WAY LINE OF THE 25TH AVENUE 80 FEET WIDE, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ADDRESS SAID EAST RIGHT OF WAY LINE, 1288.34 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 88 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 432.89 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 1288.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID NE 25TH STREET; THENCE SOUTH 88 DEGREES 50 MINUTES 00 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 429.41 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

ITEMS TO BE DEVIATED FROM CODE REQUIREMENTS

1. LOT SIZE AND SPACING - SEE DEVELOPMENT STANDARDS
2. RESIDENTIAL BOUNDARY - SEE DEVELOPMENT STANDARDS
3. SIDEWALKS - NO INTERNAL SIDEWALKS BEING PROPOSED. SIDEWALKS OR PAVEMENT IN USE OF TO BE ESTABLISHED ALONG NE 25TH STREET AND IN 200' BUFFER
4. UTILITY EASEMENTS TO BE REDUCED FROM 10' TO 5' OUTSIDE OF R.O.W.

AREA

PROVIDED: 1.37 ± AC (10.98 %)

OPEN SPACE

REQUIRED: 0.96 AC (7.61 %)
 OPEN SPACE (LIGHT BLUE HATCH) 0.774 ± AC
 PERMANENT OPEN SPACE (GREEN HATCH) 0.617 ± AC
 TOTAL PROVIDED: 0.39 ± AC (3.14 %)
 OPEN SPACE AGGREGATE REQUIRED: 0.50 AC (4.04 % ± 10%)
 OPEN SPACE AGGREGATE PROVIDED: 0.96 AC (7.61 %) (EXCEEDING TABLE 8.100)

DENSITY

ALLOWED: RESIDENTIAL 13.61 X 5 = 67 UNITS PROVIDED: 45 ± UNITS PER LOT (45 UNITS)

ENCLOSED BUFFERS

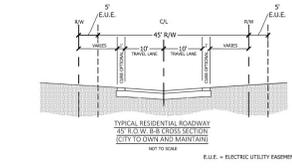
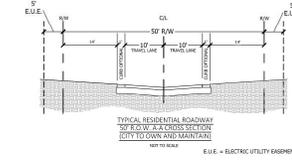
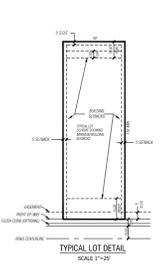
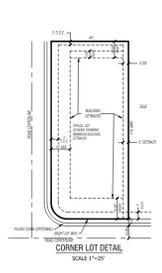
PROPOSED BUFFERS TO ADHERE TO CITY OF OCALA CODE REQUIREMENTS AT NEIGHBOR.

UTILITY COMPANIES

WATER: CITY OF OCALA
 SEWER: CITY OF OCALA
 ELECTRIC: CITY OF OCALA

NOTES

1. LAYOUT IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE.
2. THIS PROPERTY SHALL BE BOUNDARIED BY AN ESTABLISHED OR A NEW DEVELOPER.
3. PROJECT TO BE WITHIN FLOODZONE "W" ACCORDING TO FIRM PANEL #128003300.
4. SIGN TO BE COMPLIANT WITH CHAPTER 133 OF FLORIDA CODE OF ORDINANCE (SIGN PANELS LOCATED ON EITHER SIDE OF ENTRANCE).
5. WALKING TRAIL TO BE 6" IN WIDTH AND SHALL BE BOUNDARIED TO IDENTIFY TRAIL. TRAIL SHALL BE WITHIN 10' BUFFER WITH LAND COVER WILL BE 50%.
6. SOIL WASTE IMPACT FEE IS DUE AND PAYABLE FOR EACH RESIDENTIAL UNIT AT THE TIME OF FINAL PLAN. THE COST IS ESTABLISHED BY CITY CODES. (CURRENT FEE IS \$45.00 PER RESIDENTIAL LOT)
7. TO HAVE A 6 FOOT ELECTRIC UTILITY EASEMENT, SECTION 94.06(5)(3) WILL BE MET AS REQUIRED.



Tillman & Associates
 ENGINEERING, L.L.C.
 1200 E. MAIN ST., SUITE 100, Ocala, FL 34701
 OFFICE: (352) 387-4500 FAX: (352) 387-4505

| | |
|-------------|--|
| DATE | |
| DESCRIPTION | |

REVIEWED BY: _____
 APPROVED BY: _____
 CITY OF OCALA, FLORIDA

PLATT: _____
 DRAWN BY: _____
 FOR NO. _____

SHEET: _____

CONCEPT PLAN

NOT VALID UNLESS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER

RESOLUTION 2025-5

A RESOLUTION APPROVING A PLANNED DEVELOPMENT (PD) PLAN AND ASSOCIATED PD STANDARDS BOOK (GREEN FAMILY TRUST PD) FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NE 25TH AVENUE AND NE 28TH STREET (PARCEL 24274-000-00), APPROXIMATELY 12.61 ACRES (CASE NO. PD24-45735).

Whereas, Boyd Real Estate, LLC submits a PD plan (Case PD24-45735) for property located at the northeast corner of the intersection of NE 25th Avenue and NE 28th Street, approximately 12.61 acres to allow for the construction of 55 single-family homes, including passive recreation areas, a pavilion, playground, a perimeter walking trail, and landscape buffers along the perimeter of the site; and

Whereas, as an associated Ordinance 2025-6 amends the zoning map of the City of Ocala changing parcel 24274-000-00 from INST, Institutional, to PD, Planned Development; and

Whereas, on October 14, 2024, the Planning and Zoning Commission recommended approval of the applicant's request by a 4 to 0 vote.

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

1. The City of Ocala does hereby approve the Green Family Trust PD plan (Exhibit "A") and PD standards book (Exhibit "B").
2. The effective date for this resolution will be November 19, 2024.
3. The approved PD plan and associated PD standards book shall apply to the following described land located in Ocala, Marion County, Florida, to wit:

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF NE 28TH STREET (80 FEET WIDE) WITH THE EAST RIGHT OF WAY LINE OF NE 25TH AVENUE (80 FEET WIDE); THENCE NORTH 00 DEGREES, 01 MINUTES, 58 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, 1280.54 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 88 DEGREES, 52 MINUTES, 55 SECONDS EAST A DISTANCE OF 432.59 FEET; THENCE SOUTH 00 DEGREES, 06 MINUTES, 34 SECONDS WEST A DISTANCE OF 1280.53 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID NE 28TH STREET; THENCE SOUTH 88 DEGREES, 52 MINUTES, 23 SECONDS WEST, ALONG SAID

NORTH RIGHT OF WAY LINE, 429.41 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

4. A certified copy of the Resolution shall be recorded by the Clerk of the City of Ocala in the public records of Marion County, Florida.

This resolution adopted this 19 day of November, 2024.

ATTEST:

By: Angel B. Jacobs
Angel B. Jacobs
City Clerk

CITY OF OCALA

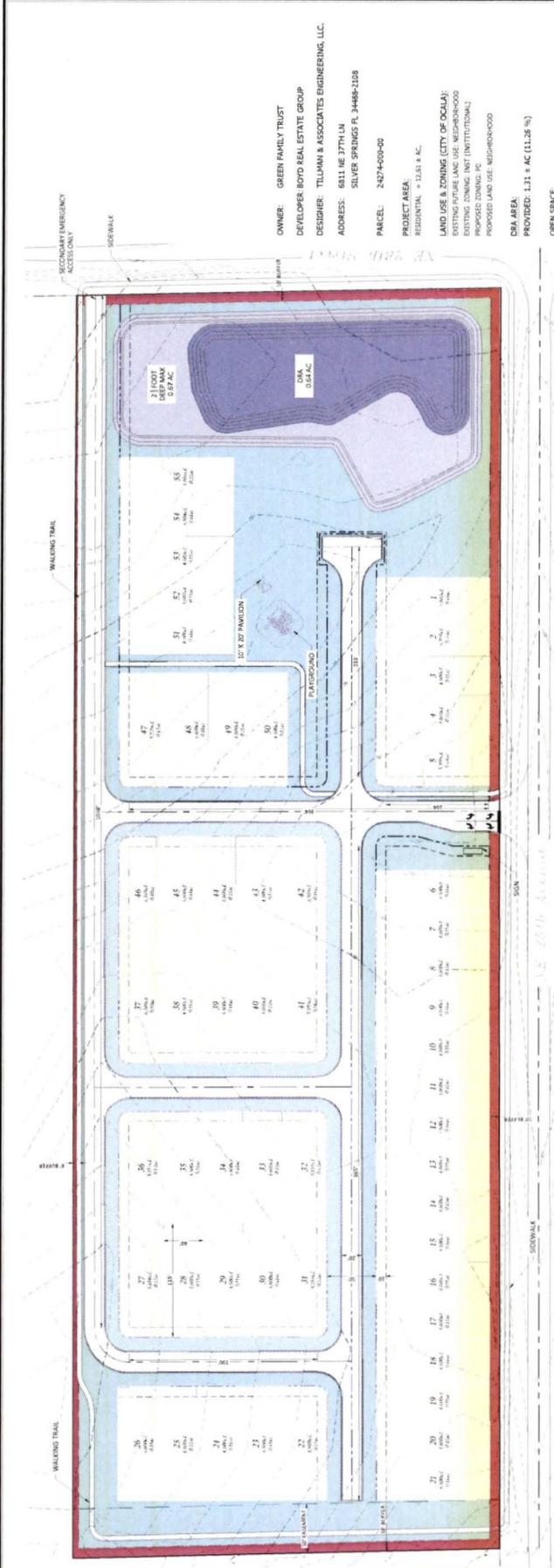
By: Barry Mansfield
Barry Mansfield
President, Ocala City Council

Approved as to form and legality:

By: William E. Sexton
William E. Sexton
City Attorney

EXHIBIT A
GREEN FAMILY DECLARATION OF TRUST
PD PLAN

| | |
|------------|--|
| DATE: | |
| REVISIONS: | |



OWNER: GREEN FAMILY TRUST
DEVELOPER: BOYD REAL ESTATE GROUP
DESIGNER: TILMAN & ASSOCIATES ENGINEERING, LLC
ADDRESS: 6511 NE 37TH LN
 SILVER SPRINGS FL 34489-2108
PARCEL: 24274-000-00
PROJECT AREA: RESIDENTIAL - 12.61 ± AC.
LAND USE & ZONING: (CITY OF OCALA): EXISTING FUTURE LAND USE: NEIGHBORHOODS
 EXISTING ZONING: UNZ (MULTIFAMILY) PROPOSED ZONING: PC
PROPOSED LAND USE: NEIGHBORHOOD

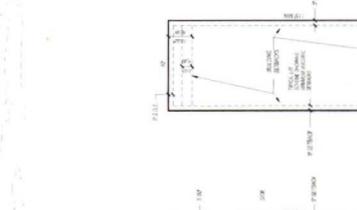
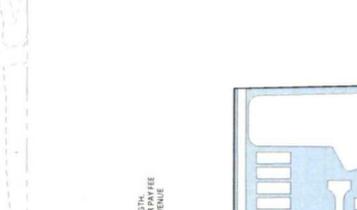
OPEN SPACE:
 REQUIRED: 5.64 AC (22.61% ±)
 PROVIDED: 5.64 AC (22.61% ±)
APERTURE: 0.67 ± AC
BUFFERS: 0.68 ± AC
TOTAL OPEN SPACE: 0.68 ± AC (2.6% ±)
TOTAL RESIDENTIAL: 6.96 ± AC (27.4% ±)
OPEN SPACE AGGREGATE PROVIDED: 0.96 AC (3.6% ±) (WALKING TRAIL & US)
DENSITY:
 ALLOWED:
 RESIDENTIAL (12.61 ± AC) 43 UNITS
 PROPOSED: 43 UNITS (3.4 UNIT PER ACRE) (NOT TO EXCEED)
 PROVIDED:
 43 UNITS (3.4 UNIT PER ACRE) (NOT TO EXCEED)

PROPOSED BUFFERS:
 PROPOSED BUFFERS TO ADHERE TO CITY OF OCALA CODE REQUIREMENTS AT MINIMUM.

UTILITY COMPANIES:
 WATER: CITY OF OCALA
 GAS: CITY OF OCALA
 ELECTRIC: CITY OF OCALA

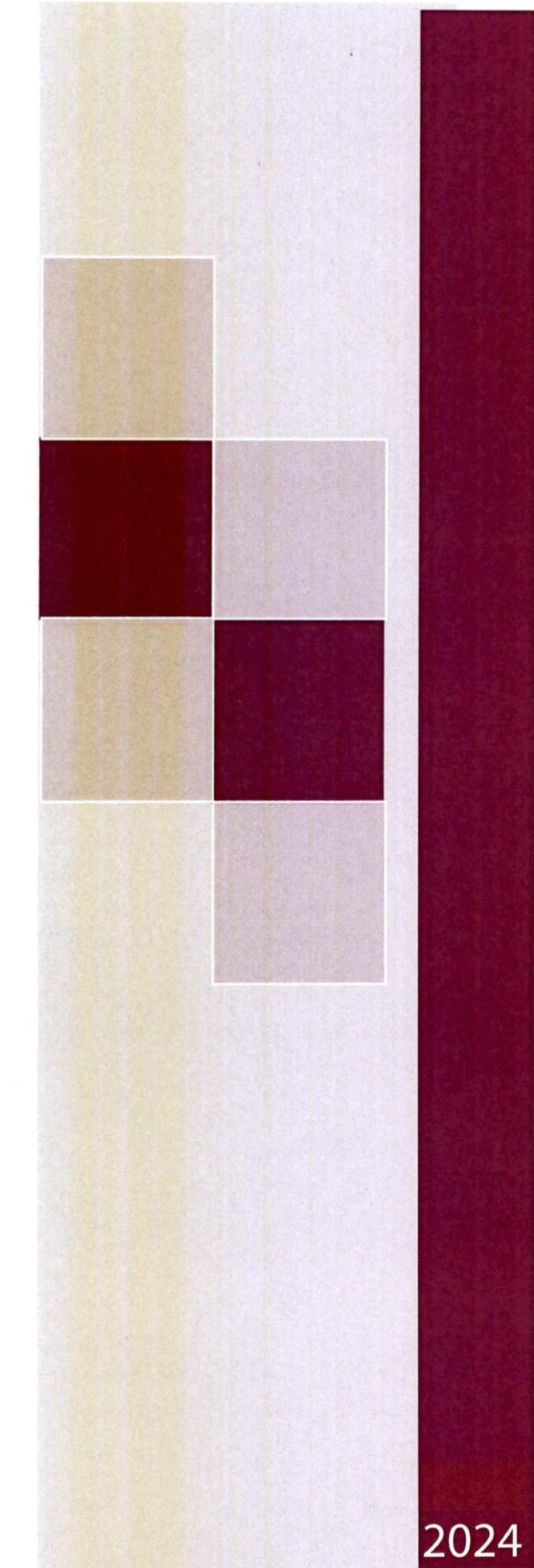
NOTES:
 1. CONCEPT IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE.
 2. THIS PROPERTY SHALL BE MAINTAINED BY AN ESTABLISHED HOA OR DEVELOPER.
 3. PANEL #12 BEHIND FSD.
 4. SIGN TO BE COMPLIANT WITH CHAPTER 110 OF OCALA CODE OF ORDINANCES. SIGN SHALL BE LOCATED ON EITHER SIDE OF ENTRANCE.
 5. WALKING TRAIL TO BE 5 FT IN WIDTH AND SHALL BE DELINEATED WITH YELLOW PAINT. TRAIL SHALL BE PAVED WITH BRICK OR CONCRETE.

LEGAL DESCRIPTION FOR PARCEL 24274-000-00
 A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF NE 25TH STREET (80 FEET WIDE) WITH THE EAST RIGHT OF WAY LINE OF NE 25TH AVENUE (80 FEET WIDE); THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE, 1280.34 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE, 1280.34 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 1280.34 FEET; THENCE SOUTH 88 DEGREES, 32 MINUTES, 23 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 428.41 FEET TO THE POINT OF BEGINNING, SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.



ITEMS TO BE DEVIATED FROM CODE REQUIREMENTS:
 1. SIDEWALKS - SIDEWALKS SHALL BE 10' WIDE WITH A MINIMUM OF 10' IN LENGTH.
 2. SIDEWALKS - SIDEWALKS SHALL BE 10' WIDE WITH A MINIMUM OF 10' IN LENGTH.
 3. SIDEWALKS - SIDEWALKS SHALL BE 10' WIDE WITH A MINIMUM OF 10' IN LENGTH.
 4. SIDEWALKS - SIDEWALKS SHALL BE 10' WIDE WITH A MINIMUM OF 10' IN LENGTH.
 5. SIDEWALKS - SIDEWALKS SHALL BE 10' WIDE WITH A MINIMUM OF 10' IN LENGTH.

EXHIBIT B
GREEN FAMILY DECLARATION OF TRUST
PD STANDARDS BOOK



Boyd Development NE 25th Avenue

PD Standards

Prepared For:
Boyd Development

Prepared: June 2024

2024

Tillman & Associates
ENGINEERING, LLC.

Tillman & Associates
ENGINEERING, LLC.

Civil Engineering . Environmental . GIS . Land Planning . Landscape Architecture
1720 SE 16th Ave, Bldg. 100 Ocala, FL 34471
Phone: 352.387.4540 Fax: 352.387.4545
www.tillmaneng.com

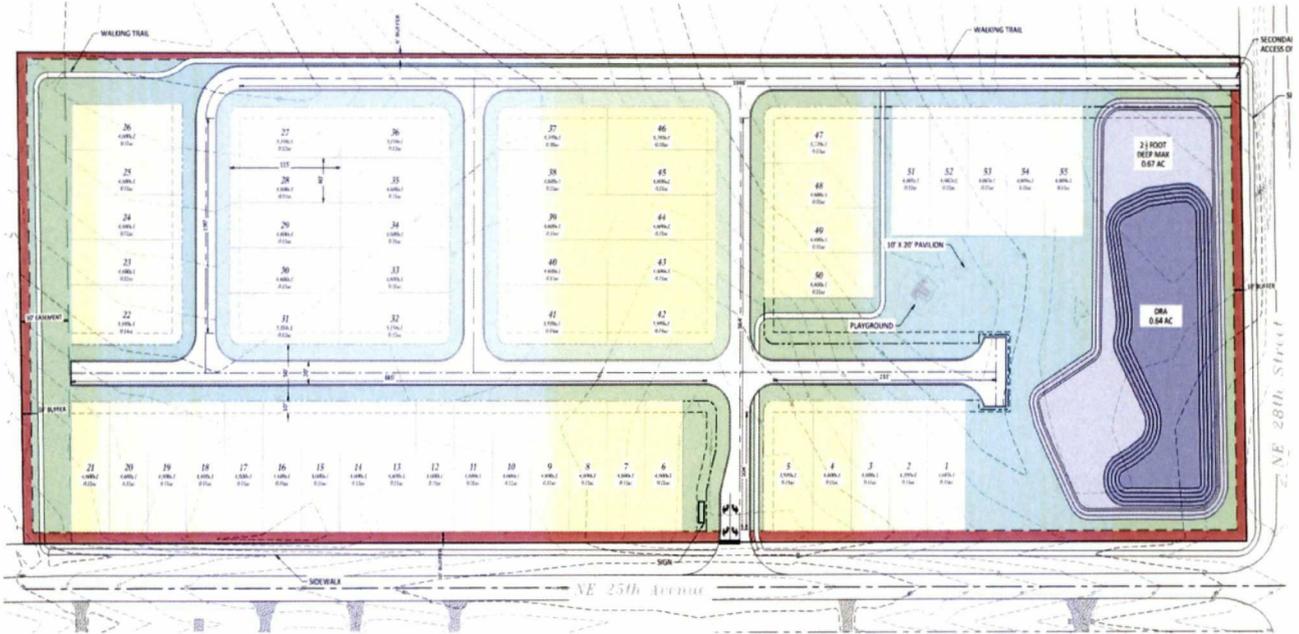
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Tillman & Associates

ENGINEERING, L.L.C.

Conceptual Site Plan:



North



Phasing:

NA

Introduction:

The Boyd Development NE 25th Avenue (PD) comprises 12.61 +/- acres within the City of Ocala located along NE 25th Avenue just north of NE 28th Street. The property is designated Neighborhood within the City of Ocala Comprehensive Plan.

The PD Plan for Boyd Development NE 25th Avenue provides a blueprint for the preferred development patterns, design qualities, and transportation systems, at a conceptual level, for this project.

These Standards serve as the foundation for the planning development efforts of the plan, consistent with the provisions of the City’s Planned Development district and Neighborhood Future Land Use classification. In compliance with the City’s PD requirements, the Boyd Development NE 25th Avenue PD Plan is comprised of several components intended to provide assurance that the development of the property complies with the standards and requirements of the City’s Comprehensive Plan and Chapter 122 of the Code of Ordinances. The PD Plan and Design Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for the development within this area.

The PD Plan identifies and graphically depicts the scope and provides the land uses and density/intensity envisioned within the project.

The Development Standards may be amended by the Applicant and/or their designee, from time to time, to reflect changes in market conditions and development processes. The PD Plan includes Standards that have been developed based on existing site features, available infrastructure, the City’s overall vision for the area and similarly situated activity. The PD Plan provides sustainable land use which is compatible internally and with adjacent properties. The Standards provide flexibility to best respond to current and future market forces, changes in building and development patterns and community demographics. The project’s proposed densities and intensities are consistent with the Neighborhood Future Land Use classification of the city’s adopted Comprehensive Plan. The project is designed to provide adequate and compatible housing for this area.

Table 1: Boyd Development NE 25th Avenue Land Use Classification

| <u>Land Use</u> | <u>Intent</u> |
|-----------------|---|
| Neighborhood | Detached Single Family Residential lots |

Overall Guiding Principles:

The Boyd Development NE 25th Avenue PD consists of residential single-family dwellings. The following standards are intended to provide a framework for development and provide for implementation of the overall vision.

Architecture

- Architecture shall be of a similar style and level of quality as the examples shown on page 10 of this document.
- Buildings shall include architectural features that provide visual interest and recognize local character.
- Façade colors shall be low reflectance, subtle, or neutral tone colors. Building trim and accent areas may feature brighter colors, including primary colors.
- Buildings should be organized and arranged to complement the topography, vegetation, or other natural features of the site.
- The overall site design intent shall be to provide detached single family homesites.
- Streets and the roadway network should promote pedestrian activity in a safe and comfortable environment.
- Buildings shall be organized to group the utilitarian functions away from the public view from public streets. HVAC equipment, dumpster locations, backflow preventers and other utility and service functions shall be screened and incorporated into the overall design of the building and landscaping.
- Each individual homesite will utilize individual waste receptacles for garbage pick-up.
- Pedestrian and automobile traffic should be separated to the extent possible where such traffic conflicts occur, consideration should be given to special paving or similar techniques to clearly mark such crossings.
- Public space may be coordinated with water management facilities to provide amenities, such as water feature overlooks, or paths.
- Driveway areas may be illuminated for safe maneuvering of motor vehicles. Lighting assemblies along driveways shall be consistent in type and color, with those used in the common areas and should generally not exceed 20 feet in height; pedestrian level lighting should generally not exceed 15 feet in height. Lighting must include cut-off fixtures to minimize light pollution on adjacent properties.

Site Lighting

- Light fixtures shall be appropriately designed and not impede the vision of pedestrians and motorists.
- The design of site and street lighting shall include existing and future tree locations to maintain appropriate levels of illumination.
- Promote use of LED lighting
- Light fixtures and security lighting shall be cut-off fixtures.
- Promote use of “dark sky” principles and practices.
- Streetlights, if required, will be added at a one-time charge to the customer. Estimated costs will be provided as part of the actual electrical service design (Sec. 70-621)
- Electric utility infrastructure and service provisions shall follow the policies and procedures in accordance with the City of Ocala Code Ordinances, Sec. 70-541 through Sec.70-720.

Signage

- Entrance monuments / signs shall be located to create an arrival threshold.
- Sign construction and placement shall comply with Florida Department of Transportation regulations, e.g. line -of-sight safety requirements.
- Signs shall complement the project site through style, material, and color.
- Signs shall not adversely impact the vision of pedestrians and motorists.
- Secondary emergency access shall have sign indicating this is emergency access only.

Amenities

- Usable aggregate open space as required Sec. 122-942(a)(4)(d) will comprise amenities comparable to those shown on page 11 or amenities of equivalent value to future residents.

Landscape

- Plants shall be Florida No. 1.
- Landscape plantings should include a diverse combination of deciduous and evergreen trees, shrubs, grasses, and ground covers.
- Drought tolerant plants are encouraged.
- Promote low-use irrigation.
- Landscape materials that are problematic invasive are prohibited.
- Shade trees shall be 10’ away from underground utilities.
- Shade trees shall be 4’ away from edge of pavement, curb, or sidewalk.
- Shade trees shall not conflict with buildings.

Development Standards:

This PD is intended to provide for flexibility in design while meeting the City's intent for the development of the area. The PD Standards and supporting application materials provide for a high standard of development and minimize impacts to and from adjoining land uses. The PD Plan provides appropriate buffers, setbacks and development standards to mitigate impacts to existing adjoining residential uses.

Land uses shall be in accordance with the Standards of the PD Plan.

*These standards apply in addition to the City of Ocala Land Development Regulations. In cases where these standards do not conflict with the requirements of the Land Development Regulations, then normal code requirements will apply. *These standards deviate from normal requirements.*

Table 2-1: Development Standards

| Standard | Requirement |
|-------------------------|--|
| Lot Size and Setbacks * | See Development Table Below |
| Parking | Parking shall be pursuant to Section 122, Article VI, Division 2 of the Code of Ordinance. |
| Signage | To comply with Section 110-158 of the City Code of Ordinances |
| Buffers | See concept plan for further details. Material to be used from list provided in this standards packet. Existing trees and vegetation to be preserved as much as possible especially along perimeter of project. Replacement or infill to be determined at site plan process. |
| Open Space | There shall be a minimum open space requirement of 40 percent of the total gross acreage for single family development in any PD project. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD. (Sec. 122-942(a)(4)(d)) Based on map provided on concept, open space to be provided will be 55%+/- . Aggregate open space at 10% will still be met. |
| Building Materials | 25% of the street facing side of a building and signs shall have a minimum of two different but complimentary materials, for example, stucco and flagstone, plus trim, sill, or cap with stone sill or with wood trim. Hardie board panels and lap siding. |
| Access | Project shall provide at least two accesses to public or private road as generally illustrated on the PD Plan. One shall be declared for emergency purposes and be gated. Will comply with 114-91(d) |
| Residential Blocks* | Residential blocks may be a minimum of 240', but not exceed 776' in length. Reduction to 190' is requested on certain blocks. LDR Sec 114-95 (b). |
| Sidewalks* | In lieu of sidewalks being constructed on internal streets the project shall provide a walking trail as depicted on concept plan. Stabilized material to be utilized. Sidewalk to be provided or fee pay in lieu of for frontage along NE 28 th Street and NE 25 th Avenue. This is deviating from Sec. 114-92(b) (c) (d). |
| Streets | Concept provides adequate circulation and connectivity to adjacent R.O.W. as well as adjacent parcels. |

Table 2-2: Development Standards

Tillman & Associates

ENGINEERING, LLC.

| Proposed Uses | |
|---------------|------------------|
| Category | Uses |
| SFR | Residential Lots |

| Proposed Development Standards | | | | | | | | |
|--------------------------------|-----------|-------------|-------|----------|------------------|------|------------------|------------|
| Structure type | | Minimum lot | | | Minimum setbacks | | | Max Height |
| | | Width | Depth | Area | Front | Rear | Side/corner | |
| SFR | Principal | 40' | 110' | 4,400 SF | 15' | 10' | 5'/15' (20')* | 40' |
| | Accessory | | | | N/A | 5' | 5'/5' | 20' |
| | Amenity | | | | 15' | 10' | 5' | 20' |

Principal structure

A structure on a lot or parcel which is used, arranged, adapted or designed for the predominant or primary use for which the lot or parcel is or may be used as a home.

* Project reserves the ability to allow zero side lot line setback with 10' minimum separation between structures.

Accessory structure

A subordinate building or structure on the same lot that is devoted to the principle structure, such as outdoor storage, carport and pool with enclosure. *Accessory structures only be allowed in the side and rear yard.

Amenities

These standards are not applicable to individual homesite lots. This is intended for amenity area development within common areas.

Architectural Styles: Single Family Residence

One-story



Tillman & Associates

ENGINEERING, LLC.

Amenities:
Amenities proposed are in balance with the number of units being proposed (53). Multiple parks are within the vicinity as well.



Multi-modal Path with stabilized material to be determined at site plan.

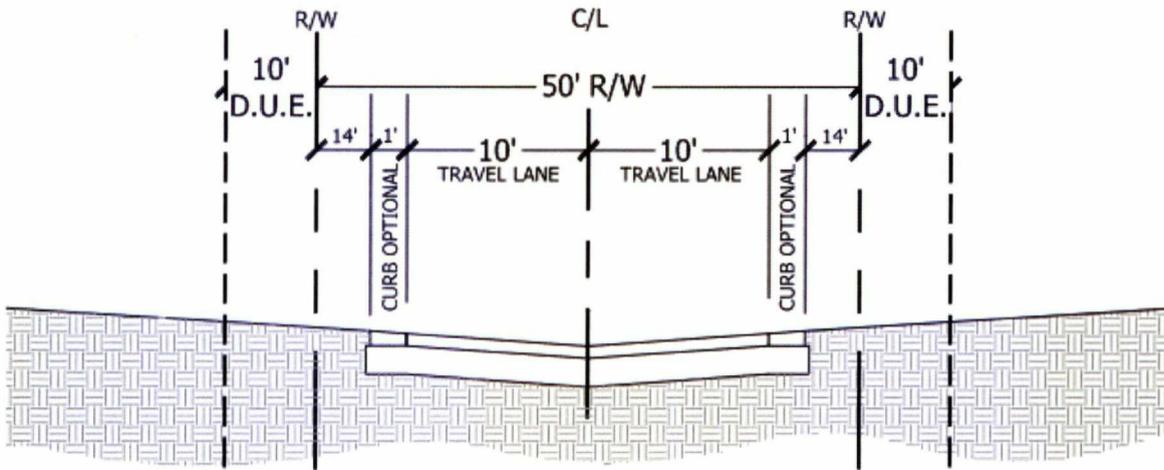


Similar 10' X 20' pavilion with benches



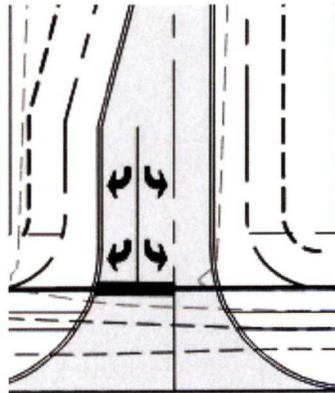
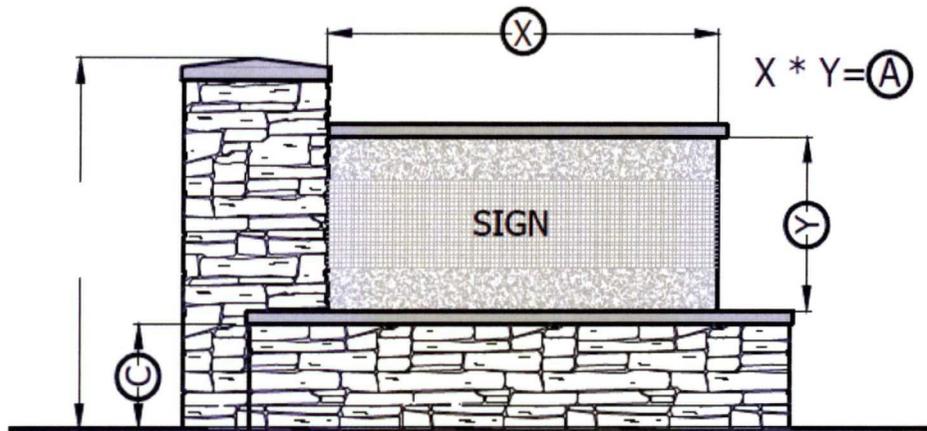
Playground Equipment or Similar

Roadway Section:



TYPICAL RESIDENTIAL ROADWAY
50' R.O.W. CROSS SECTION
NOT TO SCALE

Entrance Sign:



Sign to be located on one side of entrance and not within site triangle.

Plant Sample:

| Planting material | |
|---|--------------------------------|
| Botanical Name | Common Name |
| Shrubs, Grasses, Groundcovers | |
| Agapanthus africanus | Lily-of-the-Nile |
| Dianella tasmanica 'Variegata' | Variegated Flax Lily |
| Dietes vegeta | African Iris |
| Illicium parviflorum | Yellow Anise |
| Ilex vomitoria 'Stokes Dwarf' | Schilling's Dwarf Yaupon Holly |
| Ligustrum japonicum | Ligustrum |
| Liriope muscari | Liriope |
| Muhlenbergia capillaris | Muhly Grass |
| Paspalum notatum 'Argentine' | Argentine Bahia |
| Pittosporum tobira 'Variegata' | Variegated Pittosporum |
| Serenoa repens | Saw Palmetto |
| Spartina bakeri | Cordgrass |
| Stenotaphrum secundatum 'Floratam' | St. Augustine 'Floratam' |
| Tulbaghia violacea | Society Garlic |
| Trachelospermum jasminoides | Creeping Jasmine |
| Viburnum obovatum 'Mrs. Shillers Delight' | Dwarf Walters Viburnum |
| Viburnum odoratissimum | Sweet Viburnum |
| Viburnum suspensum | Sandankwa Viburnum |
| Zamia floridana | Coontie |
| Trees | |
| Acer rubrum 'Florida Flame' | Flame Red Maple |
| Ilex x 'Nellie R. Stevens' | Nellie Stevens Holly |
| Ilex vomitoria | Weeping Yaupon Holly |
| Lagerstroemia indica | Crape Myrtle |
| Ligustrum japonicum | Ligustrum, tree-form |
| Liquidambar styraciflua | Sweetgum |
| Magnolia grandiflora 'D.D. Blanchard' | D.D. Blanchard Magnolia |
| Myrica cerifera | Wax Myrtle |
| Pinus elliottii | Slash Pine |
| Pinus palustris | Longleaf Pine |
| Prunus angustifolia | Chickasaw Plum |
| Sabal palmetto | Sabal Palm |
| Taxodium distichum | Bald Cypress |
| Ulmus alata 'Winged' | Winged Elm |
| Quercus shumardii | Shumard Oak |
| Quercus virginiana | Live Oak |

Exhibit 'A' Legal Description:

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF NE 28TH STREET (80 FEET WIDE) WITH THE EAST RIGHT OF WAY LINE OF NE 25TH AVENUE (80 FEET WIDE); THENCE NORTH 00 DEGREES, 01 MINUTES, 58 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, 1280.54 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 88 DEGREES, 52 MINUTES, 55 SECONDS EAST A DISTANCE OF 432.59 FEET; THENCE SOUTH 00 DEGREES, 06 MINUTES, 34 SECONDS WEST A DISTANCE OF 1280.53 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID NE 28TH STREET; THENCE SOUTH 88 DEGREES, 52 MINUTES, 23 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 429.41 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

Emily W. Johnson

From: Janiece Lucky
Sent: Monday, June 9, 2025 8:26 AM
To: Emily W. Johnson
Cc: Endira Madraveren
Subject: FW: PD24-45735

Good morning,

Kindly see below the email I received concerning PD24-45735.

JaNiece N. Lucky

Associate Planner

City of Ocala Growth Management Department

201 SE 3rd Street, 2nd floor, Ocala, FL 34471

Office: 352-629-8344



From: Angeline Rath <angelinersth@gmail.com>
Sent: Friday, June 6, 2025 7:03 PM
To: Janiece Lucky <jlucky@ocalafl.gov>
Subject: PD24-45735

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I do not agree with putting any kind of housing on NE 25th ave. The traffic is horrible enough in this area. With the railroad tracks right there traffic is horrible already. We have 3 areas being built in this neighborhood. We always have water problems, I'm thinking due to digging and breaking pipes. People already race on ne 25th ave. We don't need it. I live here since 1996. Things changed and not for the better. We don't even have sidewalks.

Thanks,
Angeline Rath
Ne 25th ave
Ocala, fl 34479

Emily W. Johnson

From: Janiece Lucky
Sent: Monday, June 9, 2025 8:28 AM
To: Emily W. Johnson
Cc: Endira Madraveren
Subject: FW: PD24-45735

Good morning,

Kindly see the second email I received concerning PD24-45735.

JaNiece N. Lucky

Associate Planner

City of Ocala Growth Management Department

201 SE 3rd Street, 2nd floor, Ocala, FL 34471

Office: 352-629-8344



From: suersth <suersth@gmail.com>
Sent: Saturday, June 7, 2025 7:54 PM
To: Janiece Lucky <jlucky@ocalafl.gov>
Subject: PD24-45735

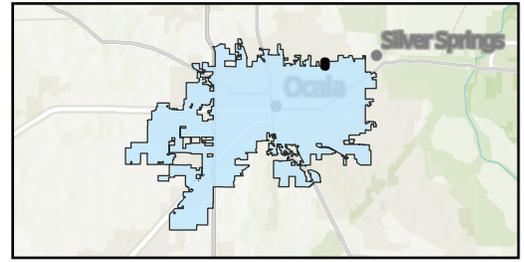
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I'm writing in response to the public hearing for ne 25th ave. Please do not let developers come in and take over. We have 3 new little communities within 2 maybe 1 mile around us. We have a lot of water problems due to them hitting water mains. We do not get any money off our bills for that. Traffic is busy all the time. We do have trains stopping across ne 25th so that backs it up. There are animals that live in there, you take their homes where will they go, in the road to get killed by the heavy irresponsible people. Another thing, we have booster stadium back there. New houses mean complaints about the noise and the kids. We don't want it. Not one of us. We like what we got here. Let them go build in the southwest where everything is.

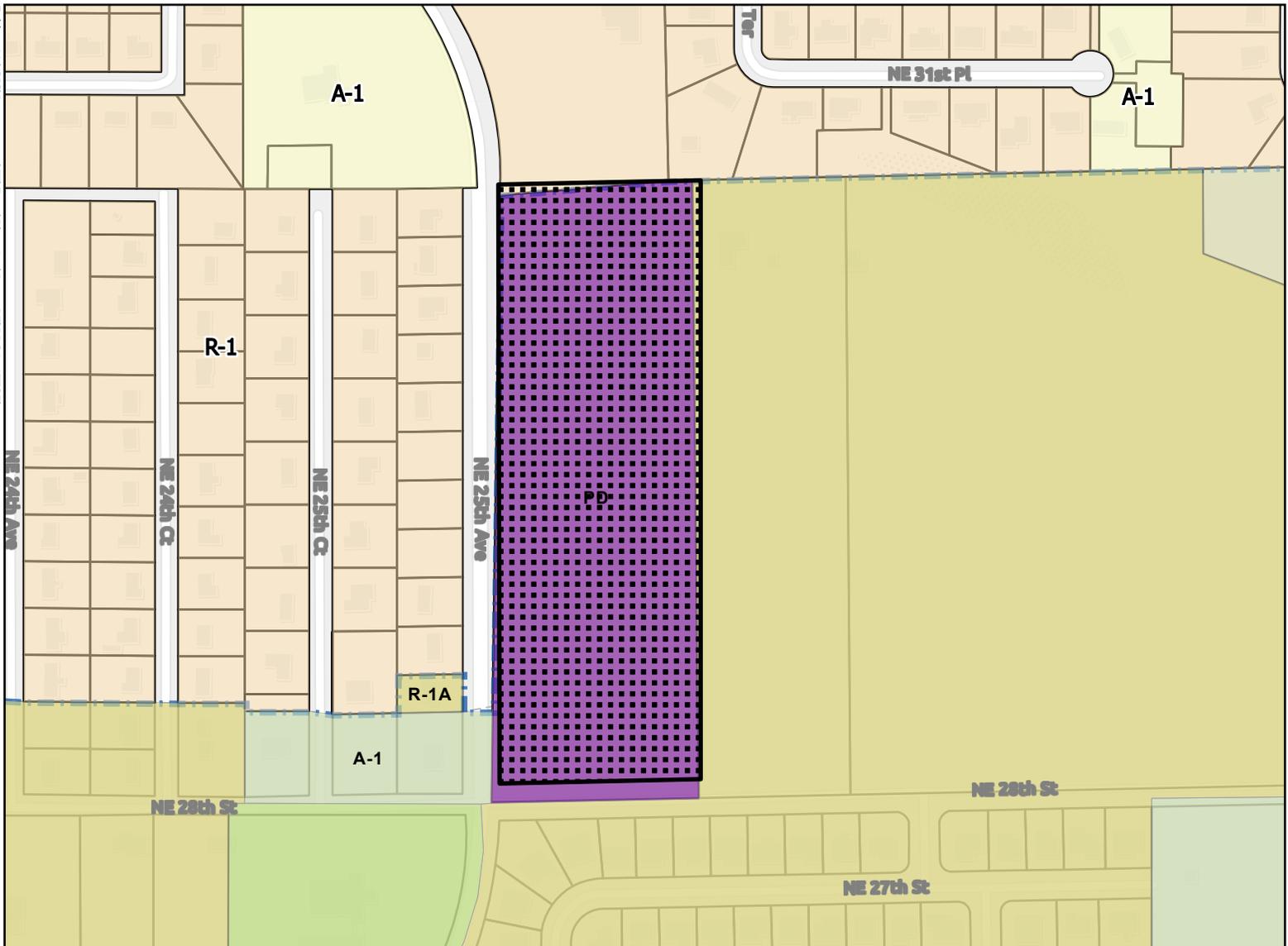
Thank you
Susan Rath
Ne 25th ave

CASE MAP

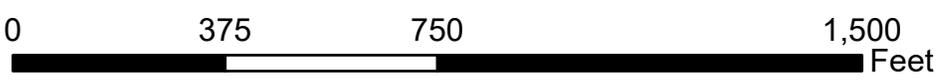
Case Number: PD24-45735
Parcel: 24274-000-00
Property Size: 12.61 Acres
Land Use Designation: Neighborhood
Zoning: PD, Planned Development
Proposal: Amendment to the PD Plan and Standards Book



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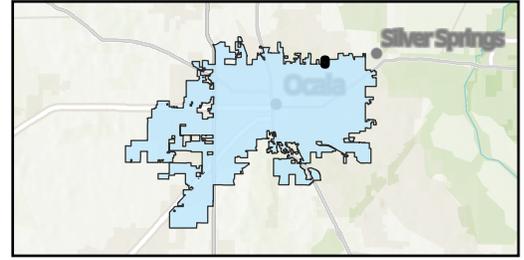


- Subject Parcel
- PD: Planned Development
- A-1: Agricultural
- R-1A: Single Family Residential
- INST: Institutional
- A-1 (County)
- MH: Mobile Home Park
- R-1 (County)
- City Limits
- Parcels



CASE MAP

Case Number: PD24-45735
 Parcel: 24274-000-00
 Property Size: 12.61 Acres
 Land Use Designation: Neighborhood
 Zoning: PD, Planned Development
 Proposal: Amendment to the PD Plan and Standards Book



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-  Parcels
-  Subject Parcel
-  City Limits





Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1510

Agenda Item #: 9g.

Submitted By: Emily W. Johnson, AICP

Presentation By: Emily Johnson

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Adopt Ordinance 2025-32 to amend the boundaries of the Ridge at Heath Brook Community Development District generally located southeast of SW Highway 200 (College Road) and west of I-75 by adding approximately 29.142 acres to increase the size of the Community Development District to approximately 104.938 acres (Case No. CDD25-0001) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place, Fiscally Sustainable

PROOF OF PUBLICATION:

Pursuant to F.S. 190.005(1)(d) a Star Banner Ad was placed once a week for four successive weeks: June 3, 2025, June 10, 2025, June 17, 2025, and June 24, 2025. Ordinance 2025-32 was advertised in the Ocala Gazette on Friday, June 20, 2025

BACKGROUND:

A community development district (CDD) is an independent unit of special-purpose local government authorized to plan, finance, construct, operate, and maintain community-wide infrastructure in planned community developments. A CDD provides a “solution to the state’s planning, management, and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers,” per Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general-purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not possess the permitting, zoning, or policing powers typically held by general-purpose governments. A CDD is an alternate means of financing, constructing, operating, and maintaining public infrastructure for developments, such as Ridge at Heath Brook.

On June 15, 2021, City Council adopted Ordinance No. 2021-58, establishing the Ridge at Heath Brook Community Development District (District). The original boundaries of the District encompassed approximately 39.365 acres and were projected to contain approximately 135 residential dwelling units. On February 21, 2023, City Council adopted Ordinance No. 2023-35 amending the boundaries of the District. The amendment added 36.431 acres, increasing the total size to 75.796 acres and the projected number of residential dwelling units to 282.

The District has petitioned the city to further amend the boundaries to include an additional 29.142 acres, thereby increasing the total size to 104.938 acres. A total of 391 residential dwelling units are now projected.

The District is proposing to fund the following facilities:

RIDGE AT HEATH BROOK CDD PROPOSED FACILITIES & ESTIMATED COSTS

| <u>Facility Description</u> | <u>Estimated CIP</u> <u>Costs</u> <u>(Assessment</u> <u>Area One)**</u> | <u>Estimated CIP</u> <u>Costs (First</u> <u>Expansion</u> <u>Parcel)</u> | <u>Estimated CIP</u> <u>(Second</u> <u>Expansion</u> <u>Parcel)</u> | <u>TOTAL CIP</u> |
|---|--|---|--|---------------------|
| Potable Water | \$343,867 | \$363,946 | \$273,587 | \$981,400 |
| Sanitary Sewer | 853,955 | 903,821 | 679,424 | 2,437,200 |
| Roadway/Curbing | 752,974 | 796,944 | 599,082 | 2,149,000 |
| Undergrounding of Conduit | 285,738 | 302,423 | 227,339 | 815,500 |
| Stormwater Improvements | 554,692 | 587,083 | 441,325 | 1,583,100 |
| Earthwork (stormwater ponds) | 242,816 | 256,995 | 193,189 | 693,000 |
| Hardscape/Landscape/Irrigation/Entry Features | 1,281,528 | 1,356,362 | 1,019,610 | 3,657,500 |
| Amenity | 565,870 | 598,913 | 450,217 | 1,615,000 |
| Professional Services | 315,345 | 333,760 | 250,895 | \$900,000 |
| Contingency (15%) | 779,518 | 825,037 | 620,200 | 2,224,755 |
| TOTAL | | | | \$17,056,455 |

As an alternative, the developer may elect to privately finance any of the above improvements and transfer them upon completion to a homeowner’s association for ownership and operations.

Annually, the District is required to provide its proposed budget to the city at least 60 days prior to adoption for informational purposes. A public facilities report is required within one year of the District’s creation, then an annual notice of any changes, and an updated report every seven years at least 12 months prior to submission of the City’s evaluation and appraisal of the comprehensive plan report to the State.

FINDINGS AND CONCLUSIONS: The city considers the factors required pursuant to F.S. 190.005(1)(e) to make a determination to grant or deny a petition for the amendment to a community development district. The city makes the following findings:

1. The City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the *Petition to Amend the Boundaries of Ridge at Heath Brook Community Development District* are true and correct.
2. The City has considered and finds that the expansion of the District is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan.
3. The City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community.
4. The City has considered and finds that the District is an available alternative for delivering community development services and facilities to the area that will be served by the District.
5. The City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

6. The City has considered and finds that it is not problematic for the subject area to be served by a separate special-district government.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

ORDINANCE 2025-32

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, AMENDING ORDINANCE NOS. 2021-58 AND 2023-35, TO EXPAND THE BOUNDARIES OF THE RIDGE AT HEATH BROOK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Ocala, Florida (“**City**”) enacted Ordinance 2021-58, establishing the Ridge at Heath Brook Community Development District (“**District**” or “**Petitioner**”), as amended by Ordinance No. 2023-35, amending the boundaries of the District, pursuant to Chapter 190, Florida Statutes; and

WHEREAS, District has petitioned the City to adopt an ordinance amending the boundaries of the Ridge at Heath Brook Community Development District (“**District**”) pursuant to Chapter 190, *Florida Statutes*, and granting certain special powers; and

WHEREAS, the City, in determining whether to amend the District boundaries, has considered and finds that all statements contained in the *Petition to Amend the Boundaries of Ridge at Heath Brook Community Development District* (“**Petition**”) are true and correct; and

WHEREAS, the City has considered and finds that amending the District is not inconsistent with any applicable element or portion of the City of Ocala’s Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering

the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the city has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, a duly noticed public hearing, pursuant to Chapter 190, Florida Statutes, to consider the Petition was held prior to the adoption of this Ordinance establishing the District.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF OCALA, FLORIDA:

SECTION 1: LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals are hereby adopted as the legislative and administrative findings of the City of Ocala City Council (“City Council”).

SECTION 2: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, *Florida Statutes* (2024).

SECTION 3: AMENDMENT TO EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are amended as described in Exhibit A attached hereto.

SECTION 4: ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS. The administrative correction of typographical and/or scrivener’s errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 6: CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. Except as stated herein, Ordinance No. 2021-58 remains in full force and effect.

SECTION 7: EFFECTIVE DATE. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval .

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Ocala, Florida, held on the ____ day of _____, 2025.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs Kristen M. Dreyer
City Clerk

By:
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton

City Attorney

Ordinance No: 2025-32
Introduced: 6/17/2025
Adopted: 7/1/2025
Legal Ad No: Ocala Gazette - June 20, 2025 - Notice ID19F2GZH2U2z8Bj7f68Zr

EXHIBIT A

RIDGE AT HEATH BROOK CDD LEGAL DESCRIPTION, AS AMENDED (2025)

DESCRIPTION:(Written by GEOPOINT SURVEYING, INC.)

A portion of land lying in Section 34, Township 15 South, Range 21 East and a portion of

Section 3, Township 16 South, Range 21 East, Marion

County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 3; thence N89°20'20"W, along the North line of Section 3, a distance of 115.68 feet to the Southeast corner of EXECUTIVE PARK, as recorded in Plat Book T, Pages 11 through 13, of the public records of Marion County, Florida; thence N89°20'20"W, along the South line of EXECUTIVE PARK and the North line of Section 3, a distance of 2,365.40 feet to the **POINT OF BEGINNING**; thence S.09°14'25"E., a distance of 108.30 feet; thence 5.32°21'14"E., a distance of 55.05 feet; thence S.07°07'22"E., a distance of 133.55 feet; thence Easterly, 60.64 feet along the arc of a non-tangent curve to the right having a radius of 675.00 feet and a central angle of 05°08'50" (chord bearing N.76°19'24"E., 60.62 feet); thence 5.11°06'11"E., a distance of 125.00 feet; thence S.34°29'20"E., a distance of 54.99 feet; thence 5.08°36'03"E., a distance of 125.01 feet; thence N.82°31'04"E., a distance of 21.55 feet; thence S.07°07'22"E., a distance of 125.00 feet; thence S.33°25'17"E., a distance of 55.77 feet; thence S.07°07'22"E., a distance of 125.00 feet; thence N.82°52'38"E., a distance of 36.29 feet; thence S.07°07'22"E., a distance of 175.00 feet; thence 5.82°52'38"W., a distance of 47.52 feet; thence Southwesterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.37°52'38"W., 35.36 feet); thence 5.83°59'27"W., a distance of 50.01 feet; thence 5.07°07'22"E., a distance of 45.08 feet; thence Southerly, 204.19 feet along the arc of a tangent curve to the right having a radius of 475.00 feet and a central angle of 24°37'49" (chord bearing S.05°11'32"W., 202.62 feet); thence Southerly, 214.58 feet along the arc of a reverse curve to the left having a radius of 725.00 feet and a central angle of 16°57'29" (chord bearing 5.09°01'42"W., 213.80 feet); thence S.00°32'58"W., a distance of 96.28 feet; thence S.11°51'15"W., a distance of 77.00 feet; thence 5.02°35'16"W., a distance of 122.94 feet; thence 5.00°00'30"W., a distance of 20.17 feet; thence Westerly, 223.14 feet along the arc of a non-tangent curve to the right having a radius of 960.00 feet and a central angle of 13°19'03" (chord bearing N.80°08'54"W., 222.64 feet); thence Northwesterly, 371.76 feet along the arc of a compound curve to the right having a radius of 1305.00 feet and a central angle of 16°19'19" (chord bearing N.65°19'43"W., 370.50 feet); thence S.70°14'30"W., a distance of 91.50 feet; thence N.11°55'40"W., a distance of 735.58 feet; thence 5.80°00'30"W., a distance of 668.21 feet; thence N.10°17'40"W., a distance of 144.01 feet; thence N.41°45'28"E., a distance of 620.83 feet; thence N.19°08'27"E., a distance of 295.63 feet; thence N.41°08'51"E., a distance of 314.68 feet; thence 5.48°10'53"E., a distance of 317.64 feet; thence N.57°38'25"E., a distance of 340.05 feet; thence N.82°51'32"E., a distance of 79.04 feet; thence 5.18°14'00"E., a distance of 20.41 feet; thence S.09°14'25"E., a distance of 11.99 feet to the **POINT OF BEGINNING**.

Containing 39.365 acres, more or less.

TOGETHER WITH:

DESCRIPTION: RIDGE AT HEATH BROOK TAKEDOWN 2

A portion of land lying in Section 3, Township 16 South, Range 21 East, Marion County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 3; thence N89°20'20"W, along the North line of Section 3, a distance of 115.68 feet to the Southeast corner of EXECUTIVE PARK, as recorded in Plat Book T, Pages 11 through 13, of the public records of Marion County, Florida; thence continue N89°20'20"W, along the South line of EXECUTIVE PARK and the North line of Section 3, a distance of 692.26 feet to the **POINT OF BEGINNING**; thence leaving said South line of aforementioned EXECUTIVE PARK and said North line of Section 3, Southerly, 82.17 feet along the arc of a non-tangent curve to the left having a radius of 2352.00 feet and a central angle of 2°00'06" (chord bearing S.12°41'14"E., 82.17 feet); thence S.13°41'17"E., a distance of 245.78 feet; thence Southerly, 491.39 feet along the arc of a tangent curve to the right having a radius of 1940.00 feet and a central angle of 14°30'46" (chord bearing S.06°25'54"E., 490.08 feet) to **REFERENCE POINT "A"**; thence N.89°54'50"W., a distance of 155.52 feet; thence Westerly, 323.09 feet along the arc of a tangent curve to the left having a radius of 630.00 feet and a central angle of 29°23'00" (chord bearing S.75°23'41"W., 319.56 feet); thence Westerly, 110.62 feet along the arc of a reverse curve to the right having a radius of 325.00 feet and a central angle of 19°30'05" (chord bearing S.70°27'13"W., 110.09 feet); thence S.80°12'16"W., a distance of 170.11 feet; thence Westerly, 230.05 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 12°51'34" (chord bearing S.86°38'03"W., 229.57 feet); thence Westerly, 262.24 feet along the arc of a reverse curve to the left having a radius of 1475.00 feet and a central angle of 10°11'12" (chord bearing S.87°58'14"W., 261.90 feet); thence S.82°52'38"W., a distance of 241.97 feet; thence N.07°07'22"W., a distance of 175.00 feet; thence S.82°52'38"W., a distance of 36.29 feet; thence N.07°07'22"W., a distance of 125.00 feet; thence N.33°25'17"W., a distance of 55.77 feet; thence N.07°07'22"W., a distance of 125.00 feet; thence S.82°31'04"W., a distance of 21.55 feet; thence N.08°36'03"W., a distance of 125.01 feet; thence N.34°29'20"W., a distance of 54.99 feet; thence N.11°06'11"W., a distance of 125.00 feet; thence Westerly, 60.64 feet along the arc of a non-tangent curve to the left having a radius of 675.00 feet and a central angle of 5°08'50" (chord bearing S.76°19'24"W., 60.62 feet); thence N.07°07'22"W., a distance of 133.55 feet; thence N.32°21'14"W., a distance of 55.05 feet; thence N.09°14'25"W., a distance of 108.30 feet; thence N.09°14'25"W., a distance of 11.99 feet; thence N.18°14'00"W., a distance of 20.41 feet to the point of intersection the South line HEATH BROOK NORTH B-2, as recorded in Plat Book 9, Pages 149 through 152, of the public records of Marion County, Florida; thence N.82°51'32"E., along said South line of aforementioned HEATH BROOK NORTH B-2, a distance of 1060.88 feet to the Southeast corner of aforementioned HEATH BROOK NORTH B-2, same being the point of intersection with the West line of aforementioned EXECUTIVE PARK; thence S.00°08'38"W., along said West line of aforementioned EXECUTIVE PARK, a distance of 175.14 feet to the Southwest corner of aforementioned EXECUTIVE PARK; thence S.89°20'20"E., along the South of aforementioned EXECUTIVE PARK, a distance of 629.17 feet to the **POINT OF BEGINNING**.

Containing 36.431 acres, more or less.

TOGETHER WITH:

DESCRIPTION: Ridge at Heath Brook Takedown 3

A portion of land lying in Section 3, Township 16 South, Range 21 East, Marion County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 3, run thence N89°20'20"W, along the North line of Section 3, a distance of 115.68 feet to the Southeast corner of EXECUTIVE PARK, as recorded in Plat Book T, Pages 11 through 13, of the public records of Marion County, Florida; thence continue N89°20'20"W, along the South line of EXECUTIVE PARK and the North line of Section 3, a distance of 692.26 feet; thence leaving said South line of aforementioned EXECUTIVE PARK and said North line Section 3, Southerly, 82.17 feet along the arc of a non-tangent curve to the left having a radius of 2352.00 feet and a central angle of 2° 00'06" (chord bearing S.12°41'14"E., 82.17 feet); thence S.13°41'17"E., a distance of 245.78 feet; thence Southerly, 491.39 feet along the arc of a tangent curve to the right having a radius of 1940.00 feet and a central angle of 14°30'46" (chord bearing S.06°25'54"E., 490.08 feet) to the **POINT OF BEGINNING**; thence continue Southerly, 806.92 feet along the arc of a curve to the right having a radius of 1940.00 feet and a central angle of 23°49'53" (chord bearing S.12°44'25"W., 801.11 feet); thence S.66°52'19"W., a distance of 359.10 feet; thence Southwesterly, 262.03 feet along the arc of a tangent curve to the left having a radius of 340.00 feet and a central angle of 44°09'20" (chord bearing S.44°47'39"W., 255.59 feet); thence Westerly, 450.07 feet along the arc of a non-tangent curve to the left having a radius of 425.04 feet and a central angle of 60°40'10" (chord bearing N.68°15'21"W., 429.33 feet); thence S.81°24'34"W., a distance of 375.88 feet; thence Westerly, 197.43 feet along the arc of a tangent curve to the right having a radius of 960.00 feet and a central angle of 11°47'00" (chord bearing S.87°18'04"W., 197.09 feet); thence N.00°00'30"E., a distance of 20.17 feet; thence N.02°35'16"E., a distance of 122.94 feet; thence N.11°51'15"E., a distance of 77.00 feet; thence N.00°32'58"E., a distance of 96.28 feet; thence Northerly, 214.58 feet along the arc of a tangent curve to the right having a radius of 725.00 feet and a central angle of 16°57'29" (chord bearing N.09°01'42"E., 213.80 feet); thence Northerly, 204.19 feet along the arc of a reverse curve to the left having a radius of 475.00 feet and a central angle of 24°37'49" (chord bearing N.05°11'32"E., 202.62 feet); thence N.07°07'22"W., a distance of 45.08 feet; thence N.83°59'27"E., a distance of 50.01 feet; thence Northeasterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.37°52'38"E., 35.36 feet); thence N.82°52'38"E., a distance of 289.49 feet; thence Easterly, 262.24 feet along the arc of a tangent curve to the right having a radius of 1475.00 feet and a central angle of 10°11'12" (chord bearing N.87°58'14"E., 261.90 feet); thence Easterly, 230.05 feet along the arc of a reverse curve to the left having a radius of 1025.00 feet and a central angle of 12°51'34" (chord bearing N.86°38'03"E., 229.57 feet); thence N.80°12'16"E., a distance of 170.11 feet; thence Easterly, 110.62 feet along the arc of a tangent curve to the left having a radius of 325.00 feet and a central angle of 19°30'05" (chord bearing N.70°27'13"E., 110.09 feet); thence Easterly, 323.09 feet along the arc of a reverse curve to the right having a radius of 630.00 feet and a central angle of 29°23'00" (chord bearing N.75°23'41"E., 319.56 feet); thence S.89°54'50"E., a distance of 155.52 feet to the **POINT OF BEGINNING**.

Containing 29.142 acres, more or less.

FOR A TOTAL OF 104.938 ACRES, MORE OR LESS.

PETITION TO AMEND THE BOUNDARIES OF RIDGE AT HEATH BROOK COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

BEFORE THE CITY COUNCIL OF THE CITY OF AOPKA, FLORIDA

**PETITION TO AMEND THE BOUNDARIES OF THE
RIDGE AT HEATH BROOK COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Ridge at Heath Brook Community Development District (“District”), a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and City of Ocala Ordinance Nos. 2021-58 and 2023-35, and located entirely within the boundaries of the City of Ocala, Florida (“City”), hereby petitions the City Council of the City of Ocala, Florida, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes, and specifically Sections 190.046 and 190.005, Florida Statutes, to adopt an amendment to Ordinance Nos. 2021-58 and 2023-35 to add approximately 29.142 acres to the District. In support of this petition, the District states:

1. Location and Size. The District is located entirely within the City of Ocala, Florida. **Exhibit 1** depicts the general location of the existing District. The District currently covers approximately 75.796 acres of land and is located southeast of Southwest Highway 200 and west of Interstate 75. The current metes and bounds description of the external boundary of the District is set forth in **Exhibit 2**. The metes and bounds of the lands to be added to the District (“Expansion Parcels”) which comprise approximately 29.142 acres are set forth in **Exhibit 3**. Subsequent to the proposed amendment of the District, the District will encompass approximately 104.938 acres in total. **Exhibit 4** contains the metes and bounds description of the District boundary, as amended (“Amended District”).

2. Excluded Parcels. There are no parcels within the external boundary of the Expansion Parcel which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundary of the District from the owners of one hundred percent of property subject to the proposed amendment. Documentation of this consent is contained in **Exhibit 5**. The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2024-12 at **Exhibit 6**, constitutes consent for all other lands pursuant to Section 190.046(1)(f), Florida Statutes.

4. Board Members. The five persons designated by the Ordinance as the original Board of Supervisors met and scheduled an election of the landowners as required by Section 190.006, Florida Statutes. The current members of the Board of Supervisors of the District are Christian Cotter, Joshua Tepper, Kara Disotell, John Wiggins and Ethan Mellish.

5. Future Land Uses. The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 7**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

6. Major Water and Wastewater Facilities. **Exhibit 8** shows existing major water, sewer, and drainage infrastructure within the proposed District.

7. District Facilities and Services. **Exhibit 9** describes the type of facilities District presently expects to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. The estimated costs of constructing the infrastructure serving lands within the Amended District are also identified in **Exhibit 9**. Currently, these improvements are estimated to be made, acquired, constructed, and/or in one (1) phase from June 2026 to June 2027. Actual construction timetables and expenditures will likely vary, due in

part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Statement of Estimated Regulatory Costs. **Exhibit 10** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. Agent Authorization. **Exhibit 11** is an authorization of agent authorizing Jere Earlywine to act as the District’s agents in all matters related to the Petition. Copies of all correspondence should be sent to:

Jere Earlywine, Esq.
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

10. Chapter 190, Florida Statutes Requirements Are Met. This petition to amend the boundary of the District should be granted for the following reasons:

a. Amendment of the District’s boundary and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted state comprehensive plan or the effective local government comprehensive plan.

b. The area of land within the Amended District is part of a planned community. The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of

certain facilities within the development encompassed by the Amended District. The Amended District is the best alternative for delivering community development services and facilities to the Amended District without imposing an additional burden on the general population of the City. Amendment of the District to include such lands within a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the Amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the Amended District is amenable to separate special-district government.

WHEREFORE, the District respectfully requests that the City Council of the City of Ocala, Florida:

a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(f), Florida Statutes; and

b. Grant the petition and amend Ordinance Nos. 2021-58 and 2023-35 to amend the boundary of the District pursuant to Chapter 190, Florida Statutes.

[CONTINUED ON FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, this 29th day of April, 2025.

KUTAK ROCK LLP



Jere Earlywine, Esq.

Florida Bar No. 155527

Jere.Earlywine@KutakRock.com

KUTAK ROCK LLP

107 West College Avenue

Tallahassee, Florida 32301

Ph: (850) 528-6152

EXHIBIT 1

EXHIBIT 2

DESCRIPTION:(Written by GEOPOINT SURVEYING, INC.)

A portion of land lying in Section 34, Township 15 South, Range 21 East and a portion of Section 3, Township 16 South, Range 21 East, Marion County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 3; thence N89°20'20"W, along the North line of Section 3, a distance of 115.68 feet to the Southeast corner of EXECUTIVE PARK, as recorded in Plat Book T, Pages 11 through 13, of the public records of Marion County, Florida; thence N89°20'20"W, along the South line of EXECUTIVE PARK and the North line of Section 3, a distance of 2,365.40 feet to the **POINT OF BEGINNING**; thence S.09°14'25"E., a distance of 108.30 feet; thence S.32°21'14"E., a distance of 55.05 feet; thence S.07°07'22"E., a distance of 133.55 feet; thence Easterly, 60.64 feet along the arc of a non-tangent curve to the right having a radius of 675.00 feet and a central angle of 05°08'50" (chord bearing N.76°19'24"E., 60.62 feet); thence S.11°06'11"E., a distance of 125.00 feet; thence S.34°29'20"E., a distance of 54.99 feet; thence S.08°36'03"E., a distance of 125.01 feet; thence N.82°31'04"E., a distance of 21.55 feet; thence S.07°07'22"E., a distance of 125.00 feet; thence S.33°25'17"E., a distance of 55.77 feet; thence S.07°07'22"E., a distance of 125.00 feet; thence N.82°52'38"E., a distance of 36.29 feet; thence S.07°07'22"E., a distance of 175.00 feet; thence S.82°52'38"W., a distance of 47.52 feet; thence Southwesterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.37°52'38"W., 35.36 feet); thence S.83°59'27"W., a distance of 50.01 feet; thence S.07°07'22"E., a distance of 45.08 feet; thence Southerly, 204.19 feet along the arc of a tangent curve to the right having a radius of 475.00 feet and a central angle of 24°37'49" (chord bearing S.05°11'32"W., 202.62 feet); thence Southerly, 214.58 feet along the arc of a reverse curve to the left having a radius of 725.00 feet and a central angle of 16°57'29" (chord bearing S.09°01'42"W., 213.80 feet); thence S.00°32'58"W., a distance of 96.28 feet; thence S.11°51'15"W., a distance of 77.00 feet; thence S.02°35'16"W., a distance of 122.94 feet; thence S.00°00'30"W., a distance of 20.17 feet; thence Westerly, 223.14 feet along the arc of a non-tangent curve to the right having a radius of 960.00 feet and a central angle of 13°19'03" (chord bearing N.80°08'54"W., 222.64 feet); thence Northwesterly, 371.76 feet along the arc of a compound curve to the right having a radius of 1305.00 feet and a central angle of 16°19'19" (chord bearing N.65°19'43"W., 370.50 feet); thence S.70°14'30"W., a distance of 91.50 feet; thence N.11°55'40"W., a distance of 735.58 feet; thence S.80°00'30"W., a distance of 668.21 feet; thence N.10°17'40"W., a distance of 144.01 feet; thence N.41°45'28"E., a distance of 620.83 feet; thence N.19°08'27"E., a distance of 295.63 feet; thence N.41°08'51"E., a distance of 314.68 feet; thence S.48°10'53"E., a distance of 317.64 feet; thence N.57°38'25"E., a distance of 340.05 feet; thence N.82°51'32"E., a distance of 79.04 feet; thence S.18°14'00"E., a distance of 20.41 feet; thence S.09°14'25"E., a distance of 11.99 feet to the **POINT OF BEGINNING**.

Containing 39.365 acres, more or less.

TOGETHER WITH:

DESCRIPTION: RIDGE AT HEATH BROOK TAKEDOWN 2

A portion of land lying in Section 3, Township 16 South, Range 21 East, Marion County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 3; thence N89°20'20"W, along the North line of Section 3, a distance of 115.68 feet to the Southeast corner of EXECUTIVE PARK, as recorded in Plat Book T, Pages 11 through 13, of the public records of Marion County, Florida; thence continue N89°20'20"W, along the South line of EXECUTIVE PARK and the North line of Section 3, a distance of 692.26 feet to the **POINT OF BEGINNING**; thence leaving said South line of aforementioned EXECUTIVE PARK and said North line of Section 3, Southerly, 82.17 feet along the arc of a non-tangent curve to the left having a radius of 2352.00 feet and a central angle of 2°00'06" (chord bearing S.12°41'14"E., 82.17 feet); thence S.13°41'17"E., a distance of 245.78 feet; thence Southerly, 491.39 feet along the arc of a tangent curve to the right having a radius of 1940.00 feet and a central angle of 14°30'46" (chord bearing S.06°25'54"E., 490.08 feet) to **REFERENCE POINT "A"**; thence N.89°54'50"W., a distance of 155.52 feet; thence Westerly, 323.09 feet along the arc of a tangent curve to the left having a radius of 630.00 feet and a central angle of 29°23'00" (chord bearing S.75°23'41"W., 319.56 feet); thence Westerly, 110.62 feet along the arc of a reverse curve to the right having a radius of 325.00 feet and a central angle of 19°30'05" (chord bearing S.70°27'13"W., 110.09 feet); thence S.80°12'16"W., a distance of 170.11 feet; thence Westerly, 230.05 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 12°51'34" (chord bearing S.86°38'03"W., 229.57 feet); thence Westerly, 262.24 feet along the arc of a reverse curve to the left having a radius of 1475.00 feet and a central angle of 10°11'12" (chord bearing S.87°58'14"W., 261.90 feet); thence S.82°52'38"W., a distance of 241.97 feet; thence N.07°07'22"W., a distance of 175.00 feet; thence S.82°52'38"W., a distance of 36.29 feet; thence N.07°07'22"W., a distance of 125.00 feet; thence N.33°25'17"W., a distance of 55.77 feet; thence N.07°07'22"W., a distance of 125.00 feet; thence S.82°31'04"W., a distance of 21.55 feet; thence N.08°36'03"W., a distance of 125.01 feet; thence N.34°29'20"W., a distance of 54.99 feet; thence N.11°06'11"W., a distance of 125.00 feet; thence Westerly, 60.64 feet along the arc of a non-tangent curve to the left having a radius of 675.00 feet and a central angle of 5°08'50" (chord bearing S.76°19'24"W., 60.62 feet); thence N.07°07'22"W., a distance of 133.55 feet; thence N.32°21'14"W., a distance of 55.05 feet; thence N.09°14'25"W., a distance of 108.30 feet; thence N.09°14'25"W., a distance of 11.99 feet; thence N.18°14'00"W., a distance of 20.41 feet to the point of intersection the South line HEATH BROOK NORTH B-2, as recorded in Plat Book 9, Pages 149 through 152, of the public records of Marion County, Florida; thence N.82°51'32"E., along said South line of aforementioned HEATH BROOK NORTH B-2, a distance of 1060.88 feet to the Southeast corner of aforementioned HEATH BROOK NORTH B-2, same being the point of intersection with the West line of aforementioned EXECUTIVE PARK; thence S.00°08'38"W., along said West line of aforementioned EXECUTIVE PARK, a distance of 175.14 feet to the Southwest corner of aforementioned EXECUTIVE PARK; thence S.89°20'20"E., along the South of aforementioned EXECUTIVE PARK, a distance of 629.17 feet to the **POINT OF BEGINNING**.

Containing 36.431 acres, more or less.

FOR A TOTAL OF 75.796 ACRES, MORE OR LESS.

EXHIBIT 3

Description Sketch (Not A Survey)

DESCRIPTION: Ridge at Heath Brook Takedown 3

A portion of land lying in Section 3, Township 16 South, Range 21 East, Marion County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 3, run thence N89°20'20"W, along the North line of Section 3, a distance of 115.68 feet to the Southeast corner of EXECUTIVE PARK, as recorded in Plat Book T, Pages 11 through 13, of the public records of Marion County, Florida; thence continue N89°20'20"W, along the South line of EXECUTIVE PARK and the North line of Section 3, a distance of 692.26 feet; thence leaving said South line of aforementioned EXECUTIVE PARK and said North line Section 3, Southerly, 82.17 feet along the arc of a non-tangent curve to the left having a radius of 2352.00 feet and a central angle of 2°00'06" (chord bearing S.12°41'14"E., 82.17 feet); thence S.13°41'17"E., a distance of 245.78 feet; thence Southerly, 491.39 feet along the arc of a tangent curve to the right having a radius of 1940.00 feet and a central angle of 14°30'46" (chord bearing S.06°25'54"E., 490.08 feet) to the **POINT OF BEGINNING**; thence continue Southerly, 806.92 feet along the arc of a curve to the right having a radius of 1940.00 feet and a central angle of 23°49'53" (chord bearing S.12°44'25"W., 801.11 feet); thence S.66°52'19"W., a distance of 359.10 feet; thence Southwesterly, 262.03 feet along the arc of a tangent curve to the left having a radius of 340.00 feet and a central angle of 44°09'20" (chord bearing S.44°47'39"W., 255.59 feet); thence Westerly, 450.07 feet along the arc of a non-tangent curve to the left having a radius of 425.04 feet and a central angle of 60°40'10" (chord bearing N.68°15'21"W., 429.33 feet); thence S.81°24'34"W., a distance of 375.88 feet; thence Westerly, 197.43 feet along the arc of a tangent curve to the right having a radius of 960.00 feet and a central angle of 11°47'00" (chord bearing S.87°18'04"W., 197.09 feet); thence N.00°00'30"E., a distance of 20.17 feet; thence N.02°35'16"E., a distance of 122.94 feet; thence N.11°51'15"E., a distance of 77.00 feet; thence N.00°32'58"E., a distance of 96.28 feet; thence Northerly, 214.58 feet along the arc of a tangent curve to the right having a radius of 725.00 feet and a central angle of 16°57'29" (chord bearing N.09°01'42"E., 213.80 feet); thence Northerly, 204.19 feet along the arc of a reverse curve to the left having a radius of 475.00 feet and a central angle of 24°37'49" (chord bearing N.05°11'32"E., 202.62 feet); thence N.07°07'22"W., a distance of 45.08 feet; thence N.83°59'27"E., a distance of 50.01 feet; thence Northeasterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.37°52'38"E., 35.36 feet); thence N.82°52'38"E., a distance of 289.49 feet; thence Easterly, 262.24 feet along the arc of a tangent curve to the right having a radius of 1475.00 feet and a central angle of 10°11'12" (chord bearing N.87°58'14"E., 261.90 feet); thence Easterly, 230.05 feet along the arc of a reverse curve to the left having a radius of 1025.00 feet and a central angle of 12°51'34" (chord bearing N.86°38'03"E., 229.57 feet); thence N.80°12'16"E., a distance of 170.11 feet; thence Easterly, 110.62 feet along the arc of a tangent curve to the left having a radius of 325.00 feet and a central angle of 19°30'05" (chord bearing N.70°27'13"E., 110.09 feet); thence Easterly, 323.09 feet along the arc of a reverse curve to the right having a radius of 630.00 feet and a central angle of 29°23'00" (chord bearing N.75°23'41"E., 319.56 feet); thence S.89°54'50"E., a distance of 155.52 feet to the **POINT OF BEGINNING**.

Containing 29.142 acres, more or less.

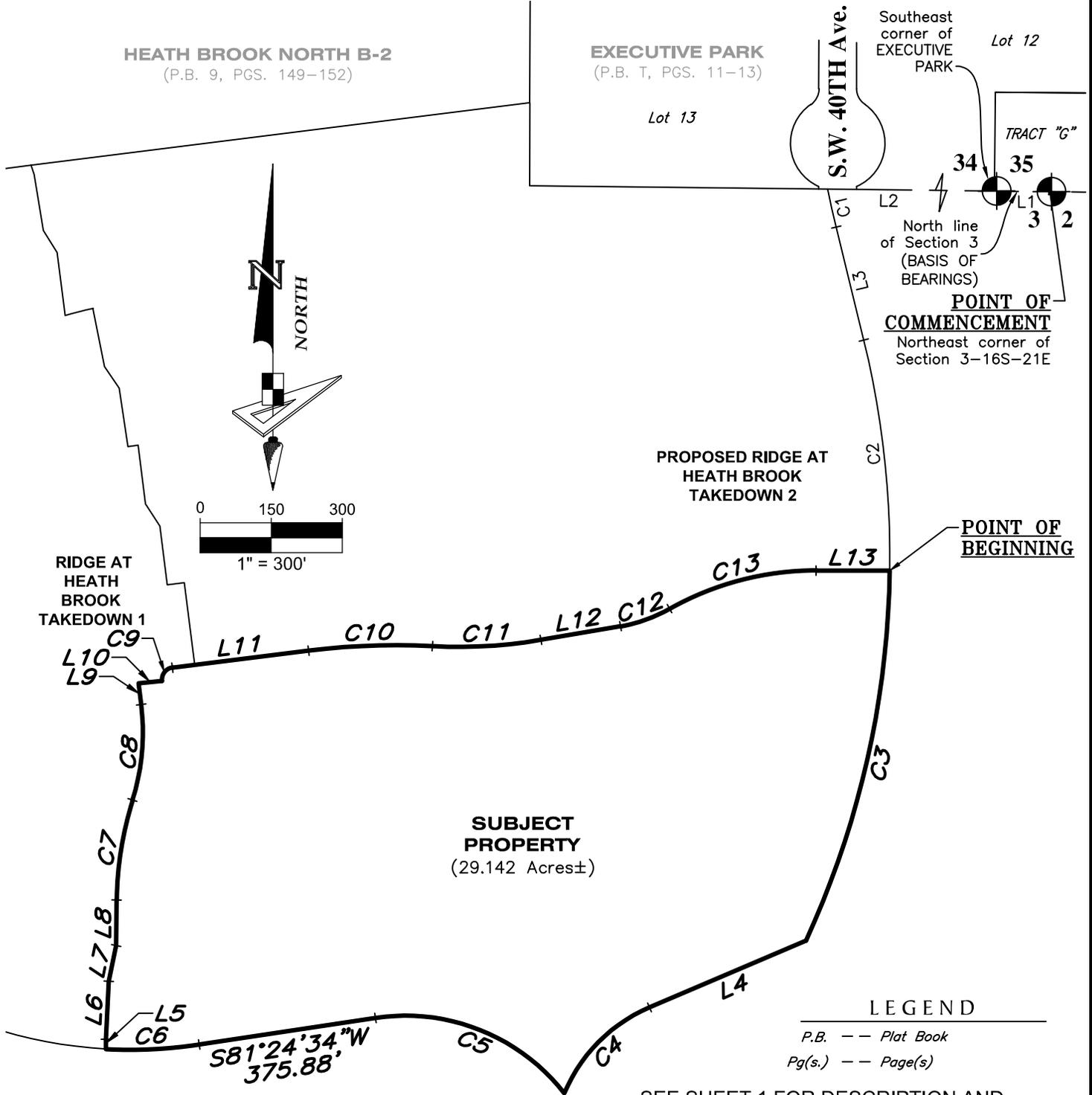
Surveyor's Notes:

- Bearings shown hereon are based on the North boundary of Section 3, Township 16 South, Range 21 East, Marion County, Florida, having a Grid bearing of N.89°20'20"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
- I do hereby certify that this sketch & description was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors & Mappers stated in rules 5J-17.051, and 5J-17-053, Florida administrative code, pursuant to section 472.027, Florida statutes.

SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR LINE AND CURVE TABLES

| PROJECT: RIDGE AT HEATH BROOK | | Prepared For: FORESTAR | |
|--|--------------------------------------|--|--|
| PHASE: TAKEDOWN 3 | | | |
| DRAWN: CRF | DATE: 02/16/21 | CHECKED BY: BC | |
| REVISIONS | | | |
| DATE | DESCRIPTION | DRAWN BY | |
| 7-11-22 | Revised description per client | CRF | |
| 3-14-24 | Updated Legal Description | AGT | |
| 2-24-25 | Updated Legal Description & Linework | AGT | |
|  David Williams Digitally signed by David Williams DN: c=US, st=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=David Williams, email=DavidW@geopointsurveying.com Date: 2025.02.25 11:32:45 -05'00' | | 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768  GeoPoint Surveying, Inc. | |
| David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423 | | | |

Description Sketch (Not A Survey)



LEGEND

| | | |
|--------|----|-----------|
| P.B. | -- | Plat Book |
| Pg(s.) | -- | Page(s) |

SEE SHEET 1 FOR DESCRIPTION AND SIGNATURE
SEE SHEET 3 FOR LINE AND CURVE TABLES

PROJECT: RIDGE AT HEATH BROOK Prepared For: FORESTAR

PHASE: TAKEDOWN 3

DRAWN: CRF DATE: 02/16/21 CHECKED BY: BC

| REVISIONS | | |
|-----------|--------------------------------------|----------|
| DATE | DESCRIPTION | DRAWN BY |
| 7-11-22 | Revised description per client | CRF |
| 3-14-24 | Updated Legal Description | AGT |
| 2-24-25 | Updated Legal Description & Linework | AGT |

(Not A Survey)

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

| LINE DATA TABLE | | |
|-----------------|---------------|---------|
| NO. | BEARING | LENGTH |
| L1 | N 89°20'20" W | 115.68' |
| L2 | N 89°20'20" W | 692.26' |
| L3 | S 13°41'17" E | 245.78' |
| L4 | S 66°52'19" W | 359.10' |
| L5 | N 00°00'30" E | 20.17' |
| L6 | N 02°35'16" E | 122.94' |
| L7 | N 11°51'15" E | 77.00' |
| L8 | N 00°32'58" E | 96.28' |
| L9 | N 07°07'22" W | 45.08' |

| LINE DATA TABLE | | |
|-----------------|---------------|---------|
| NO. | BEARING | LENGTH |
| L10 | N 83°59'27" E | 50.01' |
| L11 | N 82°52'38" E | 289.49' |
| L12 | N 80°12'16" E | 170.11' |
| L13 | S 89°54'50" E | 155.52' |

| CURVE DATA TABLE | | | | | |
|------------------|----------|-----------|---------|---------|---------------|
| NO. | RADIUS | DELTA | ARC | CHORD | BEARING |
| C1 | 2352.00' | 2°00'06" | 82.17' | 82.17' | S 12°41'14" E |
| C2 | 1940.00' | 14°30'46" | 491.39' | 490.08' | S 06°25'54" E |
| C3 | 1940.00' | 23°49'53" | 806.92' | 801.11' | S 12°44'25" W |
| C4 | 340.00' | 44°09'20" | 262.03' | 255.59' | S 44°47'39" W |
| C5 | 425.04' | 60°40'10" | 450.07' | 429.33' | N 68°15'21" W |
| C6 | 960.00' | 11°47'00" | 197.43' | 197.09' | S 87°18'04" W |
| C7 | 725.00' | 16°57'29" | 214.58' | 213.80' | N 09°01'42" E |
| C8 | 475.00' | 24°37'49" | 204.19' | 202.62' | N 05°11'32" E |
| C9 | 25.00' | 90°00'00" | 39.27' | 35.36' | N 37°52'38" E |
| C10 | 1475.00' | 10°11'12" | 262.24' | 261.90' | N 87°58'14" E |
| C11 | 1025.00' | 12°51'34" | 230.05' | 229.57' | N 86°38'03" E |
| C12 | 325.00' | 19°30'05" | 110.62' | 110.09' | N 70°27'13" E |
| C13 | 630.00' | 29°23'00" | 323.09' | 319.56' | N 75°23'41" E |

SEE SHEET 1-2 FOR
DESCRIPTION AND
SIGNATURE
SEE SHEET 3 FOR SKETCH

PROJECT: RIDGE AT HEATH BROOK

Prepared For: FORESTAR

PHASE: TAKEDOWN 3

DRAWN: CRF | DATE: 02/16/21 | CHECKED BY: BC

REVISIONS

| DATE | DESCRIPTION | DRAWN BY |
|---------|--------------------------------------|----------|
| 7-11-22 | Revised description per client | CRF |
| 3-14-24 | Updated Legal Description | AGT |
| 2-24-25 | Updated Legal Description & Linework | AGT |

(Not A Survey)

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768


GeoPoint
Surveying, Inc.

EXHIBIT 4

RIDGE AT HEATH BROOK CDD LEGAL DESCRIPTION, AS AMENDED (2025)

DESCRIPTION:(Written by GEOPOINT SURVEYING, INC.)

A portion of land lying in Section 34, Township 15 South, Range 21 East and a portion of Section 3, Township 16 South, Range 21 East, Marion County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 3; thence N89°20'20"W, along the North line of Section 3, a distance of 115.68 feet to the Southeast corner of EXECUTIVE PARK, as recorded in Plat Book T, Pages 11 through 13, of the public records of Marion County, Florida; thence N89°20'20"W, along the South line of EXECUTIVE PARK and the North line of Section 3, a distance of 2,365.40 feet to the **POINT OF BEGINNING**; thence S.09°14'25"E., a distance of 108.30 feet; thence S.32°21'14"E., a distance of 55.05 feet; thence S.07°07'22"E., a distance of 133.55 feet; thence Easterly, 60.64 feet along the arc of a non-tangent curve to the right having a radius of 675.00 feet and a central angle of 05°08'50" (chord bearing N.76°19'24"E., 60.62 feet); thence S.11°06'11"E., a distance of 125.00 feet; thence S.34°29'20"E., a distance of 54.99 feet; thence S.08°36'03"E., a distance of 125.01 feet; thence N.82°31'04"E., a distance of 21.55 feet; thence S.07°07'22"E., a distance of 125.00 feet; thence S.33°25'17"E., a distance of 55.77 feet; thence S.07°07'22"E., a distance of 125.00 feet; thence N.82°52'38"E., a distance of 36.29 feet; thence S.07°07'22"E., a distance of 175.00 feet; thence S.82°52'38"W., a distance of 47.52 feet; thence Southwesterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.37°52'38"W., 35.36 feet); thence S.83°59'27"W., a distance of 50.01 feet; thence S.07°07'22"E., a distance of 45.08 feet; thence Southerly, 204.19 feet along the arc of a tangent curve to the right having a radius of 475.00 feet and a central angle of 24°37'49" (chord bearing S.05°11'32"W., 202.62 feet); thence Southerly, 214.58 feet along the arc of a reverse curve to the left having a radius of 725.00 feet and a central angle of 16°57'29" (chord bearing S.09°01'42"W., 213.80 feet); thence S.00°32'58"W., a distance of 96.28 feet; thence S.11°51'15"W., a distance of 77.00 feet; thence S.02°35'16"W., a distance of 122.94 feet; thence S.00°00'30"W., a distance of 20.17 feet; thence Westerly, 223.14 feet along the arc of a non-tangent curve to the right having a radius of 960.00 feet and a central angle of 13°19'03" (chord bearing N.80°08'54"W., 222.64 feet); thence Northwesterly, 371.76 feet along the arc of a compound curve to the right having a radius of 1305.00 feet and a central angle of 16°19'19" (chord bearing N.65°19'43"W., 370.50 feet); thence S.70°14'30"W., a distance of 91.50 feet; thence N.11°55'40"W., a distance of 735.58 feet; thence S.80°00'30"W., a distance of 668.21 feet; thence N.10°17'40"W., a distance of 144.01 feet; thence N.41°45'28"E., a distance of 620.83 feet; thence N.19°08'27"E., a distance of 295.63 feet; thence N.41°08'51"E., a distance of 314.68 feet; thence S.48°10'53"E., a distance of 317.64 feet; thence N.57°38'25"E., a distance of 340.05 feet; thence N.82°51'32"E., a distance of 79.04 feet; thence S.18°14'00"E., a distance of 20.41 feet; thence S.09°14'25"E., a distance of 11.99 feet to the **POINT OF BEGINNING**.

Containing 39.365 acres, more or less.

TOGETHER WITH:

[CONTINUED ON FOLLOWING PAGE]

DESCRIPTION: RIDGE AT HEATH BROOK TAKEDOWN 2

A portion of land lying in Section 3, Township 16 South, Range 21 East, Marion County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 3; thence N89°20'20"W, along the North line of Section 3, a distance of 115.68 feet to the Southeast corner of EXECUTIVE PARK, as recorded in Plat Book T, Pages 11 through 13, of the public records of Marion County, Florida; thence continue N89°20'20"W, along the South line of EXECUTIVE PARK and the North line of Section 3, a distance of 692.26 feet to the **POINT OF BEGINNING**; thence leaving said South line of aforementioned EXECUTIVE PARK and said North line of Section 3, Southerly, 82.17 feet along the arc of a non-tangent curve to the left having a radius of 2352.00 feet and a central angle of 2°00'06" (chord bearing S.12°41'14"E., 82.17 feet); thence S.13°41'17"E., a distance of 245.78 feet; thence Southerly, 491.39 feet along the arc of a tangent curve to the right having a radius of 1940.00 feet and a central angle of 14°30'46" (chord bearing S.06°25'54"E., 490.08 feet) to **REFERENCE POINT "A"**; thence N.89°54'50"W., a distance of 155.52 feet; thence Westerly, 323.09 feet along the arc of a tangent curve to the left having a radius of 630.00 feet and a central angle of 29°23'00" (chord bearing S.75°23'41"W., 319.56 feet); thence Westerly, 110.62 feet along the arc of a reverse curve to the right having a radius of 325.00 feet and a central angle of 19°30'05" (chord bearing S.70°27'13"W., 110.09 feet); thence S.80°12'16"W., a distance of 170.11 feet; thence Westerly, 230.05 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 12°51'34" (chord bearing S.86°38'03"W., 229.57 feet); thence Westerly, 262.24 feet along the arc of a reverse curve to the left having a radius of 1475.00 feet and a central angle of 10°11'12" (chord bearing S.87°58'14"W., 261.90 feet); thence S.82°52'38"W., a distance of 241.97 feet; thence N.07°07'22"W., a distance of 175.00 feet; thence S.82°52'38"W., a distance of 36.29 feet; thence N.07°07'22"W., a distance of 125.00 feet; thence N.33°25'17"W., a distance of 55.77 feet; thence N.07°07'22"W., a distance of 125.00 feet; thence S.82°31'04"W., a distance of 21.55 feet; thence N.08°36'03"W., a distance of 125.01 feet; thence N.34°29'20"W., a distance of 54.99 feet; thence N.11°06'11"W., a distance of 125.00 feet; thence Westerly, 60.64 feet along the arc of a non-tangent curve to the left having a radius of 675.00 feet and a central angle of 5°08'50" (chord bearing S.76°19'24"W., 60.62 feet); thence N.07°07'22"W., a distance of 133.55 feet; thence N.32°21'14"W., a distance of 55.05 feet; thence N.09°14'25"W., a distance of 108.30 feet; thence N.09°14'25"W., a distance of 11.99 feet; thence N.18°14'00"W., a distance of 20.41 feet to the point of intersection the South line HEATH BROOK NORTH B-2, as recorded in Plat Book 9, Pages 149 through 152, of the public records of Marion County, Florida; thence N.82°51'32"E., along said South line of aforementioned HEATH BROOK NORTH B-2, a distance of 1060.88 feet to the Southeast corner of aforementioned HEATH BROOK NORTH B-2, same being the point of intersection with the West line of aforementioned EXECUTIVE PARK; thence S.00°08'38"W., along said West line of aforementioned EXECUTIVE PARK, a distance of 175.14 feet to the Southwest corner of aforementioned EXECUTIVE PARK; thence S.89°20'20"E., along the South of aforementioned EXECUTIVE PARK, a distance of 629.17 feet to the **POINT OF BEGINNING**.

Containing 36.431 acres, more or less.

TOGETHER WITH:

[CONTINUED ON FOLLOWING PAGE]

DESCRIPTION: Ridge at Heath Brook Takedown 3

A portion of land lying in Section 3, Township 16 South, Range 21 East, Marion County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 3, run thence N89°20'20"W, along the North line of Section 3, a distance of 115.68 feet to the Southeast corner of EXECUTIVE PARK, as recorded in Plat Book T, Pages 11 through 13, of the public records of Marion County, Florida; thence continue N89°20'20"W, along the South line of EXECUTIVE PARK and the North line of Section 3, a distance of 692.26 feet; thence leaving said South line of aforementioned EXECUTIVE PARK and said North line Section 3, Southerly, 82.17 feet along the arc of a non-tangent curve to the left having a radius of 2352.00 feet and a central angle of 2°00'06" (chord bearing S.12°41'14"E., 82.17 feet); thence S.13°41'17"E., a distance of 245.78 feet; thence Southerly, 491.39 feet along the arc of a tangent curve to the right having a radius of 1940.00 feet and a central angle of 14°30'46" (chord bearing S.06°25'54"E., 490.08 feet) to the **POINT OF BEGINNING**; thence continue Southerly, 806.92 feet along the arc of a curve to the right having a radius of 1940.00 feet and a central angle of 23°49'53" (chord bearing S.12°44'25"W., 801.11 feet); thence S.66°52'19"W., a distance of 359.10 feet; thence Southwesterly, 262.03 feet along the arc of a tangent curve to the left having a radius of 340.00 feet and a central angle of 44°09'20" (chord bearing S.44°47'39"W., 255.59 feet); thence Westerly, 450.07 feet along the arc of a non-tangent curve to the left having a radius of 425.04 feet and a central angle of 60°40'10" (chord bearing N.68°15'21"W., 429.33 feet); thence S.81°24'34"W., a distance of 375.88 feet; thence Westerly, 197.43 feet along the arc of a tangent curve to the right having a radius of 960.00 feet and a central angle of 11°47'00" (chord bearing S.87°18'04"W., 197.09 feet); thence N.00°00'30"E., a distance of 20.17 feet; thence N.02°35'16"E., a distance of 122.94 feet; thence N.11°51'15"E., a distance of 77.00 feet; thence N.00°32'58"E., a distance of 96.28 feet; thence Northerly, 214.58 feet along the arc of a tangent curve to the right having a radius of 725.00 feet and a central angle of 16°57'29" (chord bearing N.09°01'42"E., 213.80 feet); thence Northerly, 204.19 feet along the arc of a reverse curve to the left having a radius of 475.00 feet and a central angle of 24°37'49" (chord bearing N.05°11'32"E., 202.62 feet); thence N.07°07'22"W., a distance of 45.08 feet; thence N.83°59'27"E., a distance of 50.01 feet; thence Northeasterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.37°52'38"E., 35.36 feet); thence N.82°52'38"E., a distance of 289.49 feet; thence Easterly, 262.24 feet along the arc of a tangent curve to the right having a radius of 1475.00 feet and a central angle of 10°11'12" (chord bearing N.87°58'14"E., 261.90 feet); thence Easterly, 230.05 feet along the arc of a reverse curve to the left having a radius of 1025.00 feet and a central angle of 12°51'34" (chord bearing N.86°38'03"E., 229.57 feet); thence N.80°12'16"E., a distance of 170.11 feet; thence Easterly, 110.62 feet along the arc of a tangent curve to the left having a radius of 325.00 feet and a central angle of 19°30'05" (chord bearing N.70°27'13"E., 110.09 feet); thence Easterly, 323.09 feet along the arc of a reverse curve to the right having a radius of 630.00 feet and a central angle of 29°23'00" (chord bearing N.75°23'41"E., 319.56 feet); thence S.89°54'50"E., a distance of 155.52 feet to the **POINT OF BEGINNING**.

Containing 29.142 acres, more or less.

FOR A TOTAL OF 104.938 ACRES, MORE OR LESS.

EXHIBIT 5

This instrument was prepared by:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**CONSENT AND JOINDER OF LANDOWNER FOR THE
AMENDMENT OF THE BOUNDARIES OF THE
RIDGE AT HEATH BROOK COMMUNITY DEVELOPMENT DISTRICT
[EXPANSION PARCEL]**

The undersigned is the owner of certain lands which are more fully described as the "Expansion Parcel" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Ridge at Heath Brook Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to addition of the Property to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 16 day of SEPTEMBER, 2024.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP INC.

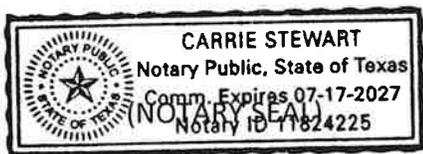
By: Victoria Walker
Name: VICTORIA WALKER
Address: 2221 E LAMAR 13MD
ARL, TX 76006

By: James D. Allen
Name: James D. Allen
Title: Executive Vice President

By: Carrie Stewart
Name: CARRIE STEWART
Address: 2221 E LAMAR 13MD
ARL TX 76006

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of SEPTEMBER, 2024, by James D. Allen, as Executive Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Carrie Stewart
NOTARY PUBLIC, STATE OF TEXAS

Name: CARRIE STEWART
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description

EXHIBIT A:
Legal Description

DESCRIPTION: Ridge at Heath Brook Takedown 3

A portion of land lying in Section 3, Township 16 South, Range 21 East, Marion County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 3, run thence N89°20'20"W, along the North line of Section 3, a distance of 115.68 feet to the Southeast corner of EXECUTIVE PARK, as recorded in Plat Book T, Pages 11 through 13, of the public records of Marion County, Florida; thence continue N89°20'20"W, along the South line of EXECUTIVE PARK and the North line of Section 3, a distance of 692.26 feet; thence leaving said South line of aforementioned EXECUTIVE PARK and said North line Section 3, Southerly, 82.17 feet along the arc of a non-tangent curve to the left having a radius of 2352.00 feet and a central angle of 2°00'06" (chord bearing S.12°41'14"E., 82.17 feet); thence S.13°41'17"E., a distance of 245.78 feet; thence Southerly, 491.39 feet along the arc of a tangent curve to the right having a radius of 1940.00 feet and a central angle of 14°30'46" (chord bearing S.06°25'54"E., 490.08 feet) to the **POINT OF BEGINNING**; thence continue Southerly, 806.92 feet along the arc of a curve to the right having a radius of 1940.00 feet and a central angle of 23°49'53" (chord bearing S.12°44'25"W., 801.11 feet); thence S.66°52'19"W., a distance of 359.10 feet; thence Southwesterly, 262.03 feet along the arc of a tangent curve to the left having a radius of 340.00 feet and a central angle of 44°09'20" (chord bearing S.44°47'39"W., 255.59 feet); thence Westerly, 450.07 feet along the arc of a non-tangent curve to the left having a radius of 425.04 feet and a central angle of 60°40'10" (chord bearing N.68°15'21"W., 429.33 feet); thence S.81°24'34"W., a distance of 375.88 feet; thence Westerly, 197.43 feet along the arc of a tangent curve to the right having a radius of 960.00 feet and a central angle of 11°47'00" (chord bearing S.87°18'04"W., 197.09 feet); thence N.00°00'30"E., a distance of 20.17 feet; thence N.02°35'16"E., a distance of 122.94 feet; thence N.11°51'15"E., a distance of 77.00 feet; thence N.00°32'58"E., a distance of 96.28 feet; thence Northerly, 214.58 feet along the arc of a tangent curve to the right having a radius of 725.00 feet and a central angle of 16°57'29" (chord bearing N.09°01'42"E., 213.80 feet); thence Northerly, 204.19 feet along the arc of a reverse curve to the left having a radius of 475.00 feet and a central angle of 24°37'49" (chord bearing N.05°11'32"E., 202.62 feet); thence N.07°07'22"W., a distance of 45.08 feet; thence N.83°59'27"E., a distance of 50.01 feet; thence Northeasterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.37°52'38"E., 35.36 feet); thence N.82°52'38"E., a distance of 289.49 feet; thence Easterly, 262.24 feet along the arc of a tangent curve to the right having a radius of 1475.00 feet and a central angle of 10°11'12" (chord bearing N.87°58'14"E., 261.90 feet); thence Easterly, 230.05 feet along the arc of a reverse curve to the left having a radius of 1025.00 feet and a central angle of 12°51'34" (chord bearing N.86°38'03"E., 229.57 feet); thence N.80°12'16"E., a distance of 170.11 feet; thence Easterly, 110.62 feet along the arc of a tangent curve to the left having a radius of 325.00 feet and a central angle of 19°30'05" (chord bearing N.70°27'13"E., 110.09 feet); thence Easterly, 323.09 feet along the arc of a reverse curve to the right having a radius of 630.00 feet and a central angle of 29°23'00" (chord bearing N.75°23'41"E., 319.56 feet); thence S.89°54'50"E., a distance of 155.52 feet to the **POINT OF BEGINNING**.

Containing 29.142 acres, more or less.

EXHIBIT 6

RESOLUTION 2024-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIDGE AT HEATH BROOK COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, AMENDING THE DISTRICT’S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ridge at Heath Brook Community Development District (“**District**”) is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“**Uniform Act**”), and City Ordinance No. 2021-58, as amended by Ordinance No. 2023-35 (together, “**Ordinance**”); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 75.796 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to be consistent with the legal description set forth in **Exhibit A** (“**Boundary Amendment**”); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District’s boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal,

engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (“**Board**”); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIDGE AT HEATH BROOK COMMUNITY DEVELOPMENT DISTRICT:

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation necessary to seek the amendment of the District’s boundaries as described in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

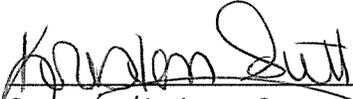
4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 2nd day of August, 2024.

ATTEST:

**RIDGE AT HEATH BROOK COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary



Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description of District Boundaries, as Amended

Exhibit A:
Legal Description of Boundary Amendment Parcel

Description Sketch (Not A Survey)

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Containing 29.142 acres, more or less.

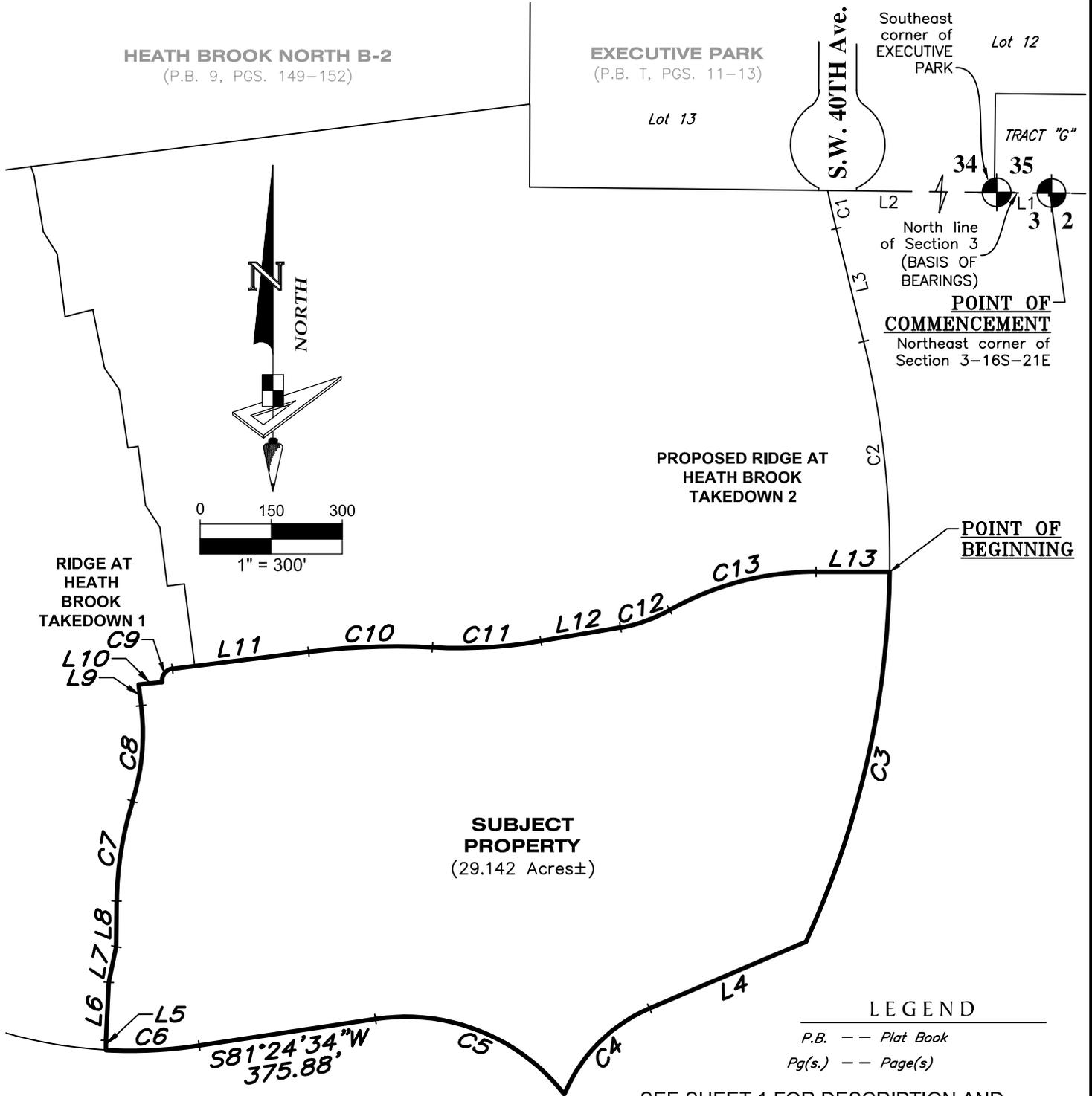
Surveyor's Notes:

- Bearings shown hereon are based on the North boundary of Section 3, Township 16 South, Range 21 East, Marion County, Florida, having a Grid bearing of N.89°20'20"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
- I do hereby certify that this sketch & description was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors & Mappers stated in rules 5J-17.051, and 5J-17-053, Florida administrative code, pursuant to section 472.027, Florida statutes.

SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR LINE AND CURVE TABLES

| PROJECT: RIDGE AT HEATH BROOK | | Prepared For: FORESTAR | |
|--|--------------------------------------|--|--|
| PHASE: TAKEDOWN 3 | | | |
| DRAWN: CRF | DATE: 02/16/21 | CHECKED BY: BC | |
| REVISIONS | | | |
| DATE | DESCRIPTION | DRAWN BY | |
| 7-11-22 | Revised description per client | CRF | |
| 3-14-24 | Updated Legal Description | AGT | |
| 2-24-25 | Updated Legal Description & Linework | AGT | |
|  David Williams Digitally signed by David Williams DN: c=US, st=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=David Williams, email=DavidW@geopointsurveying.com Date: 2025.02.25 11:32:45 -05'00' | | 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768  GeoPoint Surveying, Inc. | |
| David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423 | | | |

Description Sketch (Not A Survey)



LEGEND

P.B. --- Plat Book
Pg(s.) --- Page(s)

SEE SHEET 1 FOR DESCRIPTION AND SIGNATURE
SEE SHEET 3 FOR LINE AND CURVE TABLES

PROJECT: RIDGE AT HEATH BROOK Prepared For: FORESTAR

PHASE: TAKEDOWN 3

DRAWN: CRF | DATE: 02/16/21 | CHECKED BY: BC

| REVISIONS | | |
|-----------|--------------------------------------|----------|
| DATE | DESCRIPTION | DRAWN BY |
| 7-11-22 | Revised description per client | CRF |
| 3-14-24 | Updated Legal Description | AGT |
| 2-24-25 | Updated Legal Description & Linework | AGT |

(Not A Survey)

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

| LINE DATA TABLE | | |
|-----------------|---------------|---------|
| NO. | BEARING | LENGTH |
| L1 | N 89°20'20" W | 115.68' |
| L2 | N 89°20'20" W | 692.26' |
| L3 | S 13°41'17" E | 245.78' |
| L4 | S 66°52'19" W | 359.10' |
| L5 | N 00°00'30" E | 20.17' |
| L6 | N 02°35'16" E | 122.94' |
| L7 | N 11°51'15" E | 77.00' |
| L8 | N 00°32'58" E | 96.28' |
| L9 | N 07°07'22" W | 45.08' |

| LINE DATA TABLE | | |
|-----------------|---------------|---------|
| NO. | BEARING | LENGTH |
| L10 | N 83°59'27" E | 50.01' |
| L11 | N 82°52'38" E | 289.49' |
| L12 | N 80°12'16" E | 170.11' |
| L13 | S 89°54'50" E | 155.52' |

| CURVE DATA TABLE | | | | | |
|------------------|----------|-----------|---------|---------|---------------|
| NO. | RADIUS | DELTA | ARC | CHORD | BEARING |
| C1 | 2352.00' | 2°00'06" | 82.17' | 82.17' | S 12°41'14" E |
| C2 | 1940.00' | 14°30'46" | 491.39' | 490.08' | S 06°25'54" E |
| C3 | 1940.00' | 23°49'53" | 806.92' | 801.11' | S 12°44'25" W |
| C4 | 340.00' | 44°09'20" | 262.03' | 255.59' | S 44°47'39" W |
| C5 | 425.04' | 60°40'10" | 450.07' | 429.33' | N 68°15'21" W |
| C6 | 960.00' | 11°47'00" | 197.43' | 197.09' | S 87°18'04" W |
| C7 | 725.00' | 16°57'29" | 214.58' | 213.80' | N 09°01'42" E |
| C8 | 475.00' | 24°37'49" | 204.19' | 202.62' | N 05°11'32" E |
| C9 | 25.00' | 90°00'00" | 39.27' | 35.36' | N 37°52'38" E |
| C10 | 1475.00' | 10°11'12" | 262.24' | 261.90' | N 87°58'14" E |
| C11 | 1025.00' | 12°51'34" | 230.05' | 229.57' | N 86°38'03" E |
| C12 | 325.00' | 19°30'05" | 110.62' | 110.09' | N 70°27'13" E |
| C13 | 630.00' | 29°23'00" | 323.09' | 319.56' | N 75°23'41" E |

SEE SHEET 1-2 FOR
DESCRIPTION AND
SIGNATURE
SEE SHEET 3 FOR SKETCH

PROJECT: RIDGE AT HEATH BROOK

Prepared For: FORESTAR

PHASE: TAKEDOWN 3

DRAWN: CRF | DATE: 02/16/21 | CHECKED BY: BC

REVISIONS

| DATE | DESCRIPTION | DRAWN BY |
|---------|--------------------------------------|----------|
| 7-11-22 | Revised description per client | CRF |
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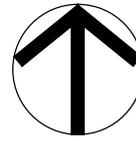
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213 Hobbs Street
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Licensed Business No.: LB 7768

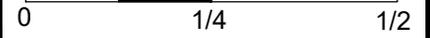

GeoPoint
Surveying, Inc.

EXHIBIT 7

NORTH

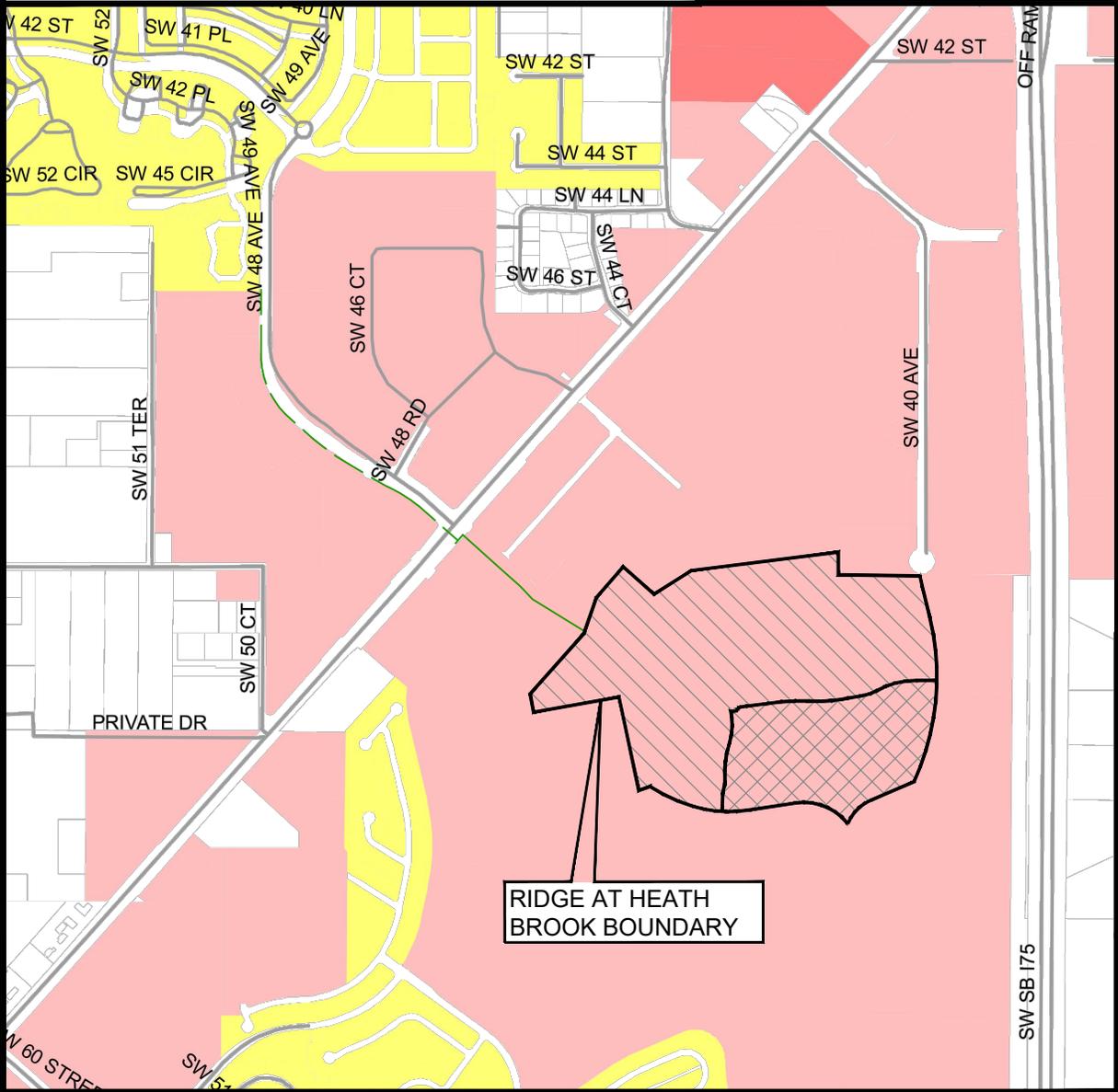


Scale in miles



Legend and Land Use Classifications

| | | | | | | | |
|--|-----------------------------|--|--------------|--|-------------------|--|--------------------------|
| | Streets | | Parcels | | EMPLOYMENT CENTER | | MEDIUM INTENSITY/SPECIAL |
| | HIGH INTENSITY/CENTRAL CORE | | NEIGHBORHOOD | | LOW INTENSITY | | PUBLIC |



LEGEND

| | |
|--|------------------|
| | CURRENT BOUNDARY |
| | FUTURE BOUNDARY |

DATE: 2022-5-31

RIDGE AT HEATH BROOK CDD FUTURE LAND USE MAP

PREPARED FOR:
FORESTAR GROUP, INC.
 4042 PARK OAKS BOULEVARD
 TAMPA, FLORIDA 33610
 PHONE: (813) 392-3385

SECTION: TOWNSHIP: RANGE:
 34&3 15S&16S 21E
 CITY OF OCALA, FLORIDA

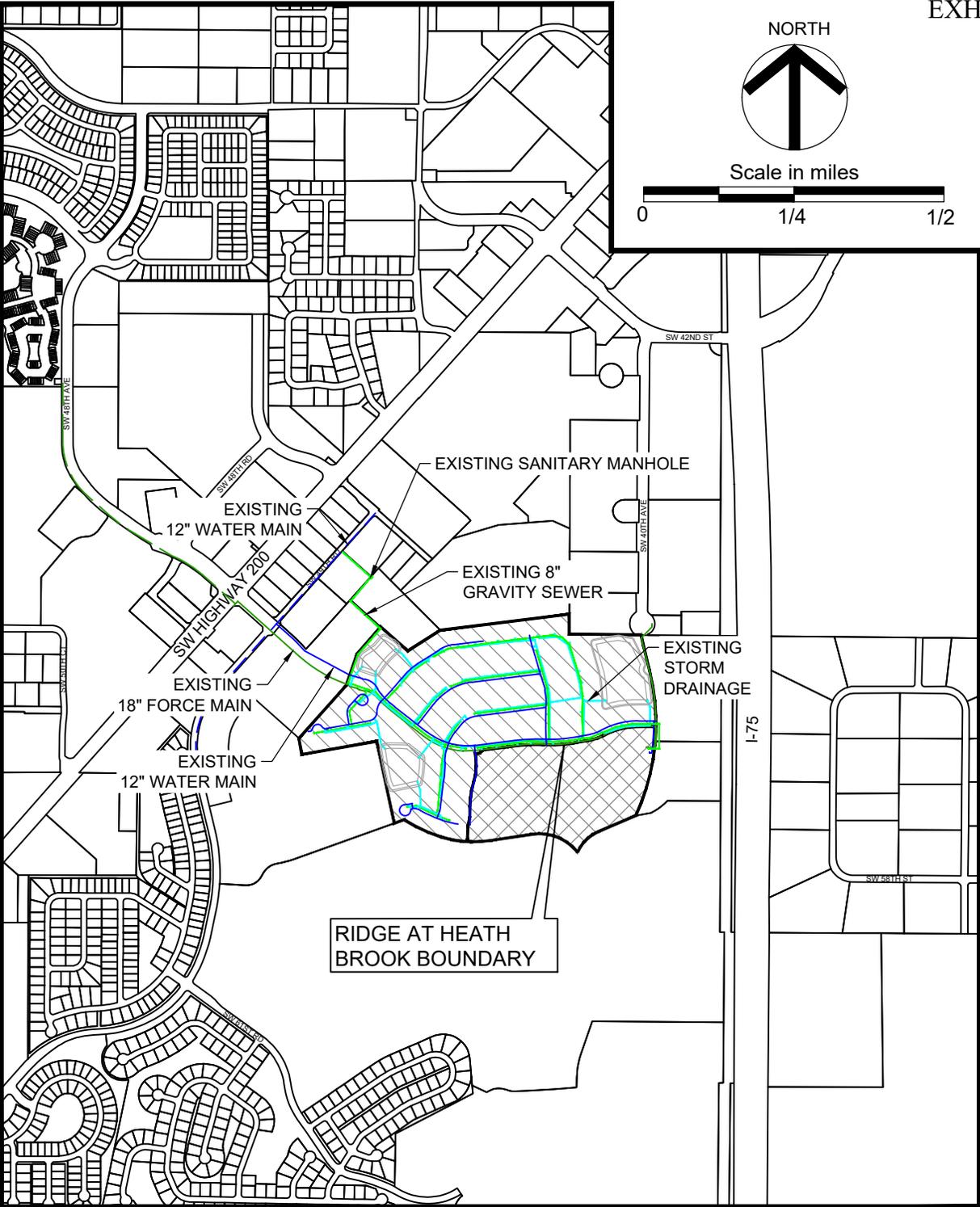
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DAVID STALEY, P.E.
 FL LICENSE NO. 77637



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EXHIBIT 8



LEGEND

-  CURRENT BOUNDARY
-  FUTURE BOUNDARY

DATE: 2024-8-13

RIDGE AT HEATH BROOK CDD EXISTING UTILITIES MAP

PREPARED FOR:
FORESTAR GROUP, INC.
 4042 PARK OAKS BOULEVARD
 TAMPA, FLORIDA 33610
 PHONE: (813) 392-3385

SECTION: TOWNSHIP: RANGE:
 34&3 15S&16S 21E
 CITY OF OCALA, FLORIDA

FILE NAME: 1111501E0501.dwg
 SHEET: 1 OF 1

DAVID STALEY, P.E.
 FL LICENSE NO. 77637



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EXHIBIT 9

RIDGE AT HEATH BROOK CDD
PROPOSED FACILITIES & ESTIMATED COSTS

| <u>Facility Description</u> | <u>Estimated CIP Costs (Assessment Area One)**</u> | <u>Estimated CIP Costs (First Expansion Parcel)</u> | <u>Estimated CIP (Second Expansion Parcel)</u> | <u>TOTAL CIP</u> |
|--|--|---|--|---------------------|
| Potable Water | \$343,867 | \$363,946 | \$273,587 | \$981,400 |
| Sanitary Sewer | 853,955 | 903,821 | 679,424 | 2,437,200 |
| Roadway/Curbing | 752,974 | 796,944 | 599,082 | 2,149,000 |
| Undergrounding of Conduit | 285,738 | 302,423 | 227,339 | 815,500 |
| Stormwater Improvements | 554,692 | 587,083 | 441,325 | 1,583,100 |
| Earthwork (stormwater ponds) | 242,816 | 256,995 | 193,189 | 693,000 |
| Hardscape/Landscape/Irrigation/Entry Features | 1,281,528 | 1,356,362 | 1,019,610 | 3,657,500 |
| Amenity | 565,870 | 598,913 | 450,217 | 1,615,000 |
| Professional Services | 315,345 | 333,760 | 250,895 | \$900,000 |
| Contingency (15%) | 779,518 | 825,037 | 620,200 | 2,224,755 |
| TOTAL | | | | \$17,056,455 |

The Developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the capital improvement program.

EXHIBIT 10

RIDGE AT HEATH BROOK COMMUNITY DEVELOPMENT DISTRICT

Statement
of
Estimated Regulatory Costs

March 4, 2025



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to amend the boundaries of the Ridge at Heath Brook Community Development District ("District"). The District was established by Ordinance No. 2021-58, passed by the City Council of the City of Ocala, Florida on June 15, 2021, and previously amended by Ordinance No. 2023-35 to modify the boundaries of the District on February 21, 2023. The current size of the District is approximately 75.796 +/- acres and the District is located entirely within the City of Ocala, Florida (the "City"). The petition to amend the boundaries of the District seeks to add approximately 29.142 +/- acres located in the City to the District ("Amendment Area"). After the amendment, the District will be projected to contain approximately 104.938 +/- acres and is planned to be developed with a total of 391 residential dwelling units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant" (emphasis added)."

1.2 Overview of the Ridge at Heath Brook Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 391 residential dwelling units following the amendment of the District's boundaries.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Ridge at Heath Brook.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the rule directly or indirectly:
1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
- (b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
- (c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.
- (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.
- (e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (The City of Ocala, according to the Census 2020, has a population of 63,591; therefore, it is not defined as a small City for the purposes of this requirement.)
- (f) Any additional information that the agency determines may be useful.
- (g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

- 2.0 An economic analysis showing whether the ordinance directly or indirectly:**
- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**
 - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or**
 - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The ordinance amending the boundaries of the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District on the Amended Area will be the direct result of facilities and services provided by the District to the landowners within the Amendment Area. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The sole reason for the amending of the District's boundaries is to provide public facilities and services to support the development of a master planned residential development. The development of the larger, approximately 104.938 +/- acres, parcel will promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation to a degree likely similar to that of a smaller, pre-amendment, approximately 75.796 +/- acre, parcel contained within the existing District boundaries.

Amending the boundaries of the District will allow it to plan, fund, implement, operate and maintain, for the benefit of the landowners within the amended and larger District, various public facilities and services for a larger-sized development. Such facilities and services, as further described in Section 5, will allow for the development of the land within the amended District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the amended and larger District. The private developer of the land in the amended and larger District will use its private funds to conduct the private land development and construction of an anticipated approximately 391 residential dwelling units the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved without amending the District's boundaries by the private sector alone, the fact that the amendment of the District's boundaries is initiated by the private developer means that the private developer considers the amendment of the

District's boundaries and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the amended and larger District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the amending of the boundaries of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the amended District boundaries in the development. When the question is phrased in this manner, it can be surmised that the amendment of the District's boundaries is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the amended and larger District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the amendment of the District's boundaries for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was a larger District. The amended and larger District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The amendment of the District's boundaries will not increase any regulatory costs of the State or the City by virtue that the District has already been established and amending its size does not change the regulatory requirements that the District will be subject to after the initial review of the petition to amend its boundaries by the City and approval of such petition by the City. As described in more detail in Section 4, the District will pay a one-time filing fee to the City to offset any expenses that the City may incur in the processing of this petition to amend the District's boundaries.

The amending of the District's boundaries will, however, directly increase regulatory costs to the landowners within the Amendment Area. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the Amendment Area. However, as property ownership in the District is completely voluntary, all current property owners within the Amendment Area must consent to the amendment of the District's boundaries and the likelihood of additional transaction costs, and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District. As to the anticipated amount of the transactional costs in the aggregate within 5 years, they are anticipated to not exceed \$5,000,000.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The proposed amended District will serve land that comprises an approximately 104.938 +/- acre master planned residential development currently anticipated to contain a total of approximately 391 residential dwelling units, although the development plan can change. Assuming an average density of 2.51 persons per residential dwelling unit, the estimated residential population of the proposed amended District at build out would be approximately 981.41 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City and certain state agencies will not be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

There is no state agency promulgating any rule relating to this project and there is no anticipated effect of the ordinance amending the District's boundaries on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the amendment of the boundaries of an existing independent local special purpose government, there will be no additional enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

Amending the boundaries of an already existing independent local special purpose government will result in no costs to any State governmental entities to implement and enforce the proposed amended and enlarged District.

City of Ocala, Florida

The existing District as well as the Amendment Area are both located within the City of Ocala, Florida. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to amend the boundaries of the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, the City approved ordinance establishing the District in 2021 and that petition possessed much information about the District and City staff should be generally familiar with the District. Second, review of the petition to amend the boundaries of the District does not include analysis of the project itself. Third, the petition itself provides much of the information needed for a staff review. Fourth, the City already possesses the staff needed to conduct the review without the need for new staff. Fifth, there is no capital required to review the petition. Sixth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to amend the boundaries of a community development district.

Further, there will be no increase in the very small annual costs to City, because of the amendment of the District's boundaries. The District is an independent unit of local government. The only annual costs the City faces, which will not change with the amendment of the District's boundaries, are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it maintains a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities in the amended District that may be provided are estimated to be approximately \$17,056,455. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

**RIDGE AT HEATH BROOK COMMUNITY DEVELOPMENT
DISTRICT
Proposed Facilities and Services**

| FACILITY | FUNDED BY | OWNED BY | MAINTAINED BY |
|---|----------------------|---------------------|--------------------------|
| Potable Water | CDD | City of Ocala | City of Ocala |
| Sanitary Sewer | CDD | City of Ocala | City of Ocala |
| Roadway/Curbing | CDD | CDD | CDD |
| Undergrounding of Conduit | CDD | City of Ocala | City of Ocala |
| Stormwater Improvements | CDD | CDD | CDD |
| Earthwork (Stormwater ponds) | CDD | CDD | CDD |
| Landscape/Hardscape/Irrigation/ Entry Features | CDD | CDD | CDD |
| Amenity | Developer | Developer | Developer |

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Table 2

**RIDGE AT HEATH BROOK COMMUNITY DEVELOPMENT
DISTRICT
Estimated Costs of Construction**

| CATEGORY | COST |
|---|---------------------|
| Potable Water | \$981,400 |
| Sanitary Sewer | \$2,437,200 |
| Roadway/Curbing | \$2,149,000 |
| Undergrounding of Conduit | \$815,500 |
| Stormwater Improvements | \$1,583,100 |
| Earthwork (Stormwater ponds) | \$693,000 |
| Hardscape/Landscape/Irrigation/Entry Features | \$3,657,500 |
| Amenity | \$1,615,000 |
| Professional Services | \$900,000 |
| Contingency | \$2,224,755 |
| Total | \$17,056,455 |

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what

the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

City of Ocala has a population of 71,504 and is therefore not defined as a "small" City according to Section 120.52, F.S.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the Ridge at Heath Brook Community Development District with amended boundaries is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent Special District for the Amendment Area.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Ridge at Heath Brook. First, an existing District was established specifically to serve as the Ridge at Heath Brook development. It would be inefficient to have the existing Ridge at Heath Brook development provided with improvements and services by a dependent Special District.

Second, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Ridge at Heath Brook development is a significant and expensive undertaking.

Third, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District for the Amendment Area, then the some of the residents and landowners of the Ridge at Heath Brook development would take their grievances and desires to the City Commission meetings, and some others to the CDD Board, leading to confusion as to the which party is responsible for what area.

Fourth, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services for that portion of the Ridge at Heath Brook development that would not be within the CDD. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital markets. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability. Finally, it would be inefficient to have the Ridge at Heath Brook development to change from getting the improvements and services by a CDD to a POA.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to amend the boundaries of the Ridge at Heath Brook Community Development District.

EXHIBIT 11

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of Kutak Rock, LLP, to act as agent for Petitioner, Ridge at Heath Brook Community Development District, with regard to any and all matters pertaining to the Petition to the City Council of the City of Ocala, Florida, to Amend the Boundaries of the Ridge at Heath Brook Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

WITNESSES:

RIDGE AT HEATH BROOK COMMUNITY DEVELOPMENT DISTRICT

Kirsten Schaefer
Name: Kirsten Schaefer

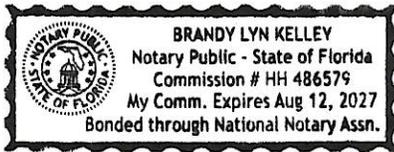
Christian Cotter
By: Christian Cotter
Chairman, Board of Supervisors

Steph Hart
Name: Steph Hart

Date: 8/20/24

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of August, 2024, by Christian Cotter, as Chairman of Ridge at Heath Brook CDD, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Brandy Kelley
NOTARY PUBLIC STATE OF FLORIDA

Name: Brandy Kelley
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Immigration

Continued from Page 1A

Congress from Miami urged the White House to prevent these immigrants from being deported.

“These individuals are fleeing brutal regimes and life-threatening conditions,” said U.S. Rep. Maria Elvira Salazar, the daughter of Cuban immigrants. “That is why I strongly urge the administration to use its executive authority and grant Deferred Enforcement Departure to prevent them from being sent back to violence and repression.”

The Trump Administration has argued that anyone in the U.S. without legal status has broken the law and can be deported. “If you are in this country illegally, you are a criminal,” Madison Sheahan, deputy director of Immigration and Customs Enforcement, said at an April news conference in Miramar. “We have zero tolerance for criminal aliens in this country.”

The ruling is the latest in a series of emergency appeals to the Supreme Court by the Trump Administration to strip protections from immigrants living in the U.S. On May 19, the high court allowed the Department of Homeland Security to revoke Temporary Protected Status to 350,000 Venezuelans, with 250,000 more set to lose their status by September.

Together humanitarian parole and TPS have protected over 1.5 million people that sought refuge legally in the U.S. The rulings allow the Trump Administration to deport them back to countries in the midst of humanitarian crises while lower courts consider lawsuits nonprofits have filed to block those moves.

The May 30 ruling, which came in an emergency order, will allow Trump to keep his promise to end the humanitarian parole program. Removing legal status for the 530,000 people it covers is part of his plan to conduct the largest mass deportation operations the U.S. has seen.

The emergency court’s ruling marks the first time the U.S. will revoke humanitarian protections from a such a large group, said Jack Scarola, a West Palm Beach attorney.

Homeland Security Secretary Kristi Noem signed an order in March terminating the program, saying it was against the national interest and had allowed people to come to the U.S. who would have not otherwise been allowed to enter the country. Noem also called for their expedited removal.

Two nonprofits, the Justice Action Center and Human Rights First, sued to block the order from taking effect.

On April 14, U.S. District Court Indira Talwani issued an order that kept parole protections in place for the 530,000 people after she found Noem lacked the authority to terminate their legal status and did not present evidence to back up her claims.

An appeals court sided with the judge in May, but the Trump Administration appealed the decision to the Supreme Court, stating the lower court had blocked the executive branch from carrying out its immigration policies.

Justices Ketanji Brown Jackson and Sonia Sotomayor dissented from the ruling, saying the court had not considered “the devastating consequences of allowing the government to precipitously upend the lives and livelihoods of nearly half a million noncitizens while their legal claims are pending.”

The ruling does not provide a timeline of when the Latin American nationals would lose their work permits and legal status, but the Trump Administration is expected to act promptly.

Both programs, humanitarian parole and TPS, allow for individuals from countries in turmoil to live and work temporarily in the U.S., but they work in different ways. Neither offers a pathway to permanent residency or U.S. citizenship, but they prevent people from being deported to their native countries.

Humanitarian parole is a federal program that is granted on a case-by-case basis for people dealing a family emergency, a medical needs or persecution in their home



“If you are in this country illegally, you are a criminal,” Madison Sheahan, deputy ICE director, says at a May 1 news conference in Miramar to discuss arrests in Operation Tidal Wave. About 400 of the 1,100 people taken into custody did not have prior arrests. JOE RAEDLE/GETTY IMAGES

country. People need a personal sponsor living in the U.S. who can financially support them to be granted humanitarian parole.

Cubans received humanitarian parole in the 1960, as have people from other nations since then. President Joe Biden’s administration announced the programs for Venezuelans in 2022 and for Cubans, Haitians and Nicaraguans in 2023.

The Supreme Court’s May 30 ruling affects about 211,000 Haitians, 117,330 Venezuelans, 110,300 Cubans, and 93,100 Nicaraguans that were granted humanitarian parole protections under the Biden-era program.

Scarola said the ruling had turned the lives of half a million people upside down.

“These are people who were forced to flee their home countries because of specific findings that their lives were endangered,” he said. “And now we’ve chosen to pull the rug out from under them.”

“This is not only disrupting the lives of those who have had their parole status revoked. It disrupts the lives of their family members. It disrupts the lives of their employers.”

Temporary Protected Status is a humanitarian designation given to people from specific countries that are suffering from armed conflict, a natural disaster or other “extraordinary and temporary” conditions that make returning home unsafe.

In order to obtain TPS, immigrants must pass a full background check and they may not have any previous felony convictions or two or more misdemeanors.

Both programs allow them to get a driver’s license and receive a Social Security number, a requirement to work legally in the U.S. and file taxes. Neither program gives them access to any federal public benefits, including Social Security.

The termination of humanitarian parole sent employers across Florida and the country scrambling to learn whether they can continue to hire their workers covered by the program.

Many workers are in limbo. They don’t know when their work permits expire, how they will pay their bills and if they could be detained and turned over to ICE during their daily routines. Parole and TPS holders filled in jobs gaps in South Florida after the COVID-19 pandemic in many service oriented industries working as nurses, teachers, food servers and manual laborers.

“This ruling isn’t just a blow onto the rights and safety of these legal immigrants. It’s also a direct attack on Florida’s economy,” said Cherfilus-McCormick, the first Haitian-American from Florida in Congress. The ruling, she said will “devastate” families and “disrupt essential services.”

National labor unions from the automotive, manufacturing and airport service contracting industries warned in a brief to the Supreme Court that the unprecedented disruption of parole and TPS status likely would wreak havoc on the U.S. workforce.

Attorneys for the AFL-CIO and the Service-Employees



More than 75 people protested mass deportations and harsh treatment of immigrants on April 18 along Military Trail in Palm Beach Gardens, Fla. MAYA WASHBURN/PALM BEACH POST

International Union said revoking humanitarian parole would force employers to lose skilled workers and exacerbate labor shortages. They added the government didn’t allow adequate time for employers to prepare for such a policy change and that it would disrupt “communities across the country in one fell swoop.”

“This would be by far the largest single-day revocation of work authorization in our Nation’s history — one that DHS initiated with effectively no notice to employers or the U.S. workers who would be impacted by the disruptive effect” of the order, according to the brief the unions filed to the Supreme Court.

The Florida Immigrant Coalition also took issue with sending people back to homelands beset by violence, poverty and political turmoil. Those problems are what led the Biden Administration to expand the humanitarian parole program to include them.

Forcing people to return to places like long-troubled Haiti “is not just morally indefensible, it is a humanitarian catastrophe,” it said in a prepared statement.

Sentence

Continued from Page 1A

Hunt summarized Dawson’s charges to the court. The prosecutor said law enforcement officials were able to link Dawson to stealing a vehicle from a convenience store parking lot. Inside the vehicle was a firearm and iPhone.

In June 2023, sheriff’s officials said, shots were fired in the 4400 block of Northwest 22nd Avenue. Arriving at the location, deputies were told the victim, 18-year-old Tylique Le’John Christie, had been shot. Transported to a local hospital, Christie died the next day, authorities said.

During their investigation, sheriff’s detectives were told the victim went to the area to sell marijuana. Dawson went to the vehicle, took the marijuana and ran.

Tirado, who also was at the location, is accused of shooting Christie. Other individuals who were there reportedly fired shots at the vehicle, officials said. Detectives have not yet identified those other alleged shooters.

Authorities said Christie was taken to a hospital by occupants who were in the vehicle and not injured.

Tirado and Dawson were made known to detectives through information from the public and forensic evidence, officials said.

A grand jury indicted Dawson and Tirado in 2023.

Competent to stand trial & a big decision

Asked if he had anything to say before sentencing, Dawson told the judge no. The young man has more than 600 days of credit for time already served while at the county jail.

Shortly after 11 a.m. on May 29, a handcuffed Dawson, wearing a jail red-and-white uniform, sat at the defense table listening to a doctor testifying via Zoom. The issue: whether Dawson was capable of understanding what was happening to him. It was the first of two separate hearings.

At the end of the witness testimony, the hearing concluded. Resuming at 4 p.m., another doctor gave testimony via Zoom arguing whether Dawson was competent to proceed to trial.

When the doctor was finished, the judge ruled that Dawson was competent to stand trial and the trial should continue the week of June 9.

Then, by 5 p.m., Dawson and his lawyer had consulted with Dawson’s family on whether he would accept the deal or go to trial. Once his client’s intention was known, Lashley let the prosecutors and the judge know Dawson was ready to move forward with the deal.

Contact Austin L. Miller at austin.miller@starbanner.com

NOTICE OF PUBLIC HEARING
City Council for the City of Ocala, Florida,
to Consider a Petition to Amend the Boundaries of
Ridge at Heath Brook Community Development District

DATE: July 1, 2025
 TIME: 4:00 p.m.
 LOCATION: Ocala City Hall, Council Chambers
 110 SE Watula Avenue, Second Floor
 Ocala, Florida 34471

In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held before the City Council for the City of Ocala, Florida, to consider an ordinance to adopt an amendment to Ordinance Nos. 2021-58 and 2023-35 and amend the boundaries of the Ridge at Heath Brook Community Development District (“District”).

The District is comprised of approximately 75,796 acres of land, more or less, and generally located southeast of SW Highway 200 and west of I-75, as further identified in the map depicted in this notice. The District has petitioned to amend the boundary of the District by expanding the existing boundary to include an additional 29,142 acres, more or less, of land currently contiguous to the District boundary, for a total of approximately 104,938 acres, as authorized by Chapter 190, Florida Statutes.

The information presented at this hearing will be used to afford the District, landowners, any affected units of local government, and the general public, a fair and adequate opportunity to appear and present oral and written comments regarding the boundary amendment of the District. If adopted, the ordinance will amend the boundaries of the District and designate the land to be serviced by the District.

Copies of the petition and the proposed ordinance are open to public inspection at the City Clerk’s Office, 110 SE Watula Avenue, Ocala, Florida 34471, during regular business hours. For more information, call (352) 629-2489.

All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any person or affected unit of general-purpose local government, who wishes to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Prior to 48 hours before the hearing, please contact the City Clerk’s Office, 110 SE Watula Avenue, Ocala, Florida 34471 or at (352) 629-2489.

PUBLISHED: June 3, June 10, June 17, and June 24 41929123

THE CARIBBEAN AMERICAN ASSOCIATION OF LAKE COUNTY (CAALC) PRESENTS THEIR 12TH ANNUAL CLERMONT CARIBBEAN JERK Festival

SATURDAY JUNE 7

FACE PAINTING, BOUNCE HOUSE, PONY RIDE, PETTING ZOO

JERK Cook-Off Competition

WATERFRONT PARK
 100 3RD STREET * CLERMONT * FL

HYUNDAI CENTRAL FLORIDA

Advent Health

DISCOVER LAKE COUNTY

FOR MORE INFORMATION: CAALC-FL.ORG | 352-978-0813
 PROCEEDS TO AID SCHOLARSHIPS & THE LAKE STEEL ORCHESTRA
 CAALC IS A 501 (C)(3) NON-PROFIT ORGANIZATION

GATES OPEN 12 PM - 9 PM

FREE PARKING

OF-41753086

See Proof on Next Page

Ocala Gazette
PO Box 188
(352) 732-0073

I, Edmar Corachia, of lawful age, being duly sworn upon oath deposes and says that I am the Authorized Agent of Affidavits of Column Software, PBC, duly appointed and authorized agent of the Publisher of Ocala Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Ocala, for the County of Marion County, in the state of Florida, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

PUBLICATION DATES: June 20. 2025

Notice ID: 19F2GZH2U2z8Bj7f68Zr
Notice Name: Ord 2025-32

PUBLICATION FEE: \$63.64

Edmar Corachia



VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 06/20/2025
06/20/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The Ocala City Council has introduced the following ordinance(s) and will consider its adoption at the regular meeting to be held on Tuesday, July 1, 2025 at 4:00 p.m. in City Hall, 2nd Floor, Council Chamber, 110 SE Watula Avenue, Ocala, Florida. Interested parties are invited to appear at the meeting and be heard with respect to the proposed legislation. Copies of the proposed documents may be inspected in advance at the office of the City Clerk, Ocala City Hall.

Any person who decides to appeal any decision of the Ocala City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purposes, may need to ensure that a verbatim record of the proceedings is made.

If reasonable accommodations are needed for you to participate in this meeting, please call 48 hours in advance so arrangements can be made through the City Clerk's office at 352-629-8266.

ORDINANCE 2025-32

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, AMENDING ORDINANCE NOS. 2021-58 AND 2023-35, TO EXPAND THE BOUNDARIES OF THE RIDGE AT HEATH BROOK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-0776

Agenda Item #: 10a.

Submitted By: Hector Colon

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):

Approve additional expenditures and Task Work Order No. 3 under the City's continuing professional architectural services agreement with Architecture Studio, Inc., for the provision of architectural and engineering services related to the Water Resources Utility Maintenance Complex in the amount of \$279,000, and increasing the aggregate threshold to \$750,000

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence, Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

In 2024, after four phases of demolition projects, Water Reclamation Facility No. 1 (WRF#1) was completely decommissioned. Currently the Water Resources Central Maintenance Division office is located at the old WRF#1 site. The Central Lines Division will be relocated to the former WRF#1 site and establish a Utility Maintenance Complex. The Central Lines division is currently located in the Water Resources Administration building along with the Water Resources Administration, Engineering and Consumptive Water Metering divisions. The planned move will collocate the water resource maintenance functions.

FINDINGS AND CONCLUSIONS:

Task Work Order No. 3 is for Architecture Studio, Inc. to design and permit the new Water Resources Utility Maintenance Complex. The complex will consist of multiple buildings and sheds to facilitate the operations of the Water Resources utility maintenance divisions.

The Engineering Department also anticipates that an additional \$500,000 in expenditure authority will be necessary to cover current and future Task Work Orders under the Continuing Architectural Services Agreement for Architecture Studio, Inc. (Contract No. ENG/250519) for the remainder of the three-year term, resulting in a total aggregate expenditure threshold of \$750,000.

Staff recommends approval.

FISCAL IMPACT:

Funding for Task Work Order No.3 is available in account string 455-020-302-536-53-31010 in the amount of \$279,000. A budget resolution to appropriate the additional funds is provided in the general business portion of this agenda.

PROCUREMENT REVIEW:

These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



CONTRACT# 250519

CITY OF OCALA CONTINUING PROFESSIONAL SERVICES CONTRACT WORK ORDER

WORK ORDER NUMBER # 3

EFFECTIVE DATE: 3/17/25

Contracting Officer
Approval/Initials

Project Title: Design of Multiple Buildings (1220 NW 4th Ave)

To: *Architecture Studio*
1823 East Fort King St
Suite 102
Ocala, FL 34471

Attn: *Rolando Sosa*

FUNDING SOURCE: _____
Professional Services

EXPENDITURE
ACCOUNT NUMBER: _____
455-030-030-536-53-31010

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed \$279,000.00.

Requested By: *Sam Lewis* Date: *5/22/25*
Department Director

Approved By: _____ Date: _____
City Council President

2/22/22

James M. Jones

January 29, 2025

Hector Colón

Water Resources Engineer
City of Ocala
1805 N.E. 30th Ave. Bldg. 600
Ocala, Florida 34470

**Re: City of Ocala Water Resources Complex
Multiple buildings (1220 NW 4th Ave)**

Please accept the proposal on behalf of Architecture Studio Inc. and our consulting engineers for this project.

ARCHITECTURAL and ENGINEERING SCOPE OF WORK

The work shall be to provide architectural plans for the design of the following projects:

- **Central lines office Building**
 - This new building will be designed to accommodate approximately 30 people. The building will have concrete block walls with metal roof trusses. The building will have 4 or 5 individual offices and small linear cubicle style desk areas for 30 people. Also included will be ADA bathrooms, break room, showers, lockers, uniform rack/storage/ Janitorial closet, mechanical and electrical closet as well as an IT closet.
 - Structural, Heating, air conditioning, electrical, lighting and plumbing engineering are included.
- **Shed 1: Central Maintenance Truck Shed**
 - This new building will be 210'x 40'x 20' feet tall, (7) bay engineered metal open bay building with a partial enclosure to accommodate the ventilated welding shop. The final requirements of the welding shop are to be determined.
 - Structural, Electrical, lighting and plumbing (hose bibs) engineering are included.
 - Ventilation will be provided for the welding shop.
- **Shed 2: Central Lines Truck Shed**
 - This new building will be 240'x 40'x 20' feet tall, (8) bay engineered metal open bay building with enclosed storage (size to be determined).
 - Structural, Electrical, lighting and plumbing (hose bibs) engineering are included.
 - Ventilation will be provided for the enclosed storage.
- **Shed 3: Storage Shed**
 - This new building will be 90'x 30'x 14', feet tall, (3) bay engineered metal open bay building
 - Structural, Electrical, lighting and plumbing (hose bibs) engineering are included.
- **Renovation of Central Maintenance Annex Building**
 - The existing locker room areas, showers, and kitchen and break room will be renovated to update the facilities and provide ADA access.
 - Existing As-builts to include site measurements and new generated cad plans
 - Electrical, lighting, structural and plumbing engineering are included.
- **Renovation of Central Maintenance Building**
 - Expanded employees welding shop area along with additional bathroom and kitchen area.
 - Existing As-builts to include site measurements and new generated cad plans
 - Electrical, lighting, structural and plumbing engineering are included.

Civil Engineering Scope of Work

- Conceptual plan
- civil engineering (drainage, pavement, grading, utilities)
- landscape and irrigation as per city code minimums (allowance for services)
- Project coordination with client and governmental agents

See attached proposal

Preliminary and Design Development

The drawings shall be provided for the project and shall be because of the Owner's needs with regards to the scope of work, the size, the scale and the budget. The preliminary plans shall form the basis for the beginning stages of this project. We shall adjust as required and suggest other design changes for Owner approval.

Construction Documents

This work shall be a continuation of the preliminary and the design development drawings and will generally describe and depict the design intent via plans and specifications for the construction of the project. These plans and specifications shall be the basis of construction for the general contractor and to secure the City of Ocala building department permit for construction. These documents also include supporting mechanical (air conditioning, electrical, plumbing, structural engineering.

Opinion of probable cost (included for each building)

We will provide basic cost estimation of the probable cost of each building project. This probable cost will be used for budgeting purposes and can vary widely based on unforeseen conditions, bidding environment, availability of materials and general contractors. We always recommend including a 20% contingency in our project to be able to cover these fluctuations. The best way to get an accurate cost of these buildings is to bid them to the general contractors.

Construction administration (included in this quote)

This phase includes addressing building department comments during the review process and reviewing the metal building structural calculations to adjust the preliminary foundation plans. We will also be available to answering Owner and general contractor questions.

COMPREHENSIVE Construction administration \$2,100 per month of Construction (not included, but can be added)

The Architect shall provide the following services during construction.

- a. Attend a pre-construction meeting with the builder to discuss the process, the schedule, and the expected successful completion of this project.
- b. Answer and clarify questions regarding the project from builder and sub-contractors.
- c. Visit the site at regular intervals to review, observe and coordinate with the general contractor for the duration of the project.
- d. Pay request shall be processed for your payment during a visit to verify that the work has been completed, and payment is commensurate with the pay request.
- e. Lien releases will be required to be submitted concurrently with the pay request. The lien releases must match the requirements of the pay request.
- f. Attending project coordination meetings with the Client and the General Contractor as reasonably required to assist in expediting the project and to provide clarification of construction documents.
- g. Provide a punch list of the finished project.
- h. Request final project document for maintenance and equipment and provide to the City of Ocala for your use.

CONSTRUCTION BUDGET

At this time is unknown.

TOTAL PROPOSED FEES \$279,000

(Architecture, Structural, Mechanical and Civil Engineering)

These fees are based on providing the referenced services for all the building at the same time in a sequential manner. This affords our team an opportunity to extend the labor savings of our teams work to the City of Ocala. If we design one project at a time and over several years our fees will be reviewed and adjusted as required.

SCHEDULE

We do not have your schedule for this project; however, we can start work within 14 days of receipt of purchase order.

HOURLY RATES FOR WORK NOT INCLUDED

Our hourly rate is \$250 per hour for Architect, \$150.00 per hour for senior CAD technician, \$95.00 per hour for CAD technician and \$75 per hour for clerical.

REIMBURSABLE INFORMATION

We will provide electronic plan sets as requested at no charge. Printed sets will be at cost plus 10%.

PROJECT ACKNOWLEDGEMENT

While all work will be accomplished to our best professional efforts, the consultant cannot guarantee the actions of government officials or agencies during the project review and approval process.

This Proposal, which includes the Standard Provisions, represents the entire understanding between us with respect to this project and may only be modified in writing and signed by both parties.

If this Proposal meets with your approval, please provide a purchase order so that I can schedule the project.

Sincerely,



Rolando Sosa, Architect



MASTROSERIO ENGINEERING, INC

CONSULTING CIVIL & ENVIRONMENTAL ENGINEERS
SPECIALIZING IN SITE & SUBDIVISION DEVELOPMENT

170 SE 32ND PLACE, Ocala, FL 34471

PH: (352).433-2185

paolo@mastroserioeng.com

January 20, 2025

Rolando Sosa

Architecture Studio, Inc.

1823 East Fort King Street, Suite 102

Ocala FL, 34471

**RE: ESTIMATE OF PROFESSIONAL FEES FOR
"CITY OF OCALA WATER RESOURCES COMPLEX" - 1220 NW 4TH AVE, OCALA, FL.**

Dear Rolando,

This letter confirms the terms of the engagement of Mastroserio Engineering, Inc. ("Consultant") to act as exclusive engineering consultant to **Architecture Studio, Inc.** ("Client"), to assist the Client in obtaining permits to develop the referenced property for a Water Resource Maintenance Facility and such other matters that Consultant and Client may agree upon during this engagement.

PROJECT INFORMATION:

This project is in the City of Ocala (City), Florida.

Consultant will be responsible for the following:

Order Surveying (Allowance for Services)

Conceptual Plan

Civil Engineering Plans (Drainage, Pavement, Grading, Utilities, -- Per City Code)

Landscape and Irrigation Plans (City Code Minimum Plans – Allowance for Services)

Project Coordination with Client & Governmental Agencies

This project will be required to adhere to the City specific land development regulations. The intent is to submit Civil Design Construction Plans to the City, the Water Management District (WMD), The Florida Department of Transportation (FDOT), and the Florida Department of Environmental Protections (FDEP). The property will be served by Public Water and Sewer, and the design will require permitting through the City and FDEP as applicable. The stormwater system will require permitting through the City, FDOT, and the WMD. The Driveway on the FDOT roadway will require permitting through FDOT. This project will also fall under the pollutant discharge parameters required by FDEP. It is important to note that a portion of this property lies within a Flood Zone, this proposal does not include any flood study or analysis.

SCOPE OF WORK:

Consultant will perform the following Tasks for the Client:

(A Boundary, Topo, & Tree Survey is required prior to commencement of Task I and is part of this proposal)

Task I – Conceptual Plan:

Order Survey

Research Project Information & Provided Survey Information.

Prepare Conceptual Plan for Client to Review & Approve (includes 1 revision).

Task II – Civil Engineering Design Plans (Onsite Storm water, Pavement, Grading & Utilities, Landscape Design):

Prepare & Submit Application, Design Plans, and Calculations to City, FDEP, FDOT, & WMD
Attend meetings with City, FDEP, FDOT, WMD, & Client
Resubmit Revised Plans to City, FDEP, FDOT & WMD based on staff comments
Project Coordination

Task III – Project Construction Coordination with Client, Contractor, & Governmental Agencies, etc.:

Construction Project Coordination & Field Visits During Construction.
Schedule site meetings for construction coordination
Review and approve draw requests pertaining to construction progress.
Review as-built survey (by others) and visit site for completeness of construction.
Provide Review Agencies as built Certifications.
Review and approve final draw request pertaining to construction completion.

ITEMS/TASKS NOT INCLUDED IN THIS PROPOSAL:

Consultant will not be responsible for the following:

Environmental Studies
Traffic Study
Geotechnical Studies
Platting
FEMA/County/City Flood Analysis/Study
As-Built Survey
Surveying of the offsite areas for any utility connections and or improvements
Engineering/Design of the offsite areas for any utility connections and or improvements
Structural Engineering & Sign Design & Permitting
Project permit application and submittal fees
Out of pocket expenses (see expenses below)

At the request of the Client, Consultant will assist the Client in obtaining the foregoing, at Client's expense.

EXPENSES:

Consultant will not be responsible for the following:

Out of pocket expenses associated with this project such as reproduction of plans & documents for submittal to all agencies, travel expenses associated with this project, and additional services requested by the Client above and beyond the scope of this letter.

UNFORESEEN FACTORS

Consultant will not be responsible for the following:

Any unforeseen factors that influence a change in engineering design will cause the engineering fees and estimated timeframe to increase. Unforeseen factors include but are not limited to offsite or onsite traffic improvements required by government agencies after plan submittal, unsuitable soil conditions discovered by soil borings, environmental issues such as endangered species, wetlands, City, FDEP, FDOT, or WMD additional requirements, and specific storm water quality or quantity requirements.

Any changes made by the client that influence a change in engineering design will cause the engineering fees and the estimated timeframe to increase. A written letter of approval for the additional engineering services & fees will be required prior to continuation of the project.

FEES:

Consultant's Engineering Fees

The estimated Total Professional Fees for the proposed project will total \$90,000.00.

Retainer Fee

A retainer fee of **\$9,000.00 (10% of \$90,000.00)** is required prior to commencement of work. Payment for Consultant's service is due upon receipt of invoice, otherwise shall be subject to 1.5 % per month interest charge. Permit fees shall be the responsibility of the Client. The Consultant shall be reimbursed for all out-of-pocket expenses associated with this project.

Hourly Rates & Document Fees:

| | |
|-----------------------------------|---------------|
| Professional Engineer (Principal) | \$235.00/hour |
| Professional Engineer | \$185.00/hour |
| Engineer | \$135.00/hour |
| Senior Designer | \$110.00/hour |
| Cad Technician | \$95.00/hour |
| Clerical | \$55.00/hour |
| 24"x36" Plan Sheets | \$3.50/sheet |
| 8.5"x11" Sheets | \$0.50/sheet |
| Mileage Rate | \$0.75/mile |

Neither party may assign this agreement without the express written consent of the other party. 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 prevailing party or parties shall be entitled to recover 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.

Each of the parties hereto expressly waives all right to trial by jury in any action or proceeding arising out of this Agreement. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous agreements should they exist with respect thereto and shall be binding upon and inure to the benefit of the Client and Consultant and their respective successors, assigns, heirs, and personal representatives.

LIMITS OF LIABILITY:

By signing this document, the Client agrees that, to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes shall **not exceed the engineering fees described in this letter**. Such causes include but are not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract, and breach of warranty. This firm currently has professional liability insurance in the amount of \$1,000,000.00.

Provided that this agreement meets Client's approval, work can be scheduled to begin upon receipt of the retainer fee. Consultant would be glad to proceed with the project; however, Client's authorization is required. Please accept this agreement by signing below and returning it to our office. This agreement is valid for 30 days from the date of this letter.

Should you have any questions or need additional information, please do not hesitate to contact me at 352-433-2185.

Sincerely,

Paolo Mastroserio, P.E.

Accepted By:

Mr. Rolando Sosa
Architecture Studio, Inc.
1823 East Fort King Street, Suite 102
Ocala, Florida 34471

By:

Name: Rolando Sosa

Date: _____

AGREEMENT FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND RELATED ENGINEERING SERVICES – CITYWIDE

THIS AGREEMENT FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND RELATED ENGINEERING SERVICES – CITYWIDE (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”), and **ARCHITECTURE STUDIO, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 37-1707464) (“Consultant”).

RECITALS:

WHEREAS, the City has a need for professional architectural and related engineering services to be performed on a continuing and as-needed basis; and

WHEREAS, on June 5, 2024, City issued a Request for Proposals (“RFP”) for the procurement of various professional architectural and related engineering services from qualified firms on a continuing and as-needed basis, RFP No.: ENG/240627 (the “Solicitation”); and

WHEREAS, Architecture Studio, Inc. submitted a proposal and was selected as a finalist and awardee for the provision of professional architectural and related engineering services; and

WHEREAS, the City desires to contract with Consultant for the provision of professional architectural and related engineering services upon the terms and conditions set forth herein and Architecture Studio, Inc., desires to perform such services upon said terms and conditions and based upon its qualifications package attached hereto as **Exhibit C – Consultant Proposal**; and

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

TERMS OF AGREEMENT:

1. **RECITALS.** City and Consultant 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 documents comprising the entire understanding between City and Consultant shall include only: (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 proposal submitted by Consultant in response thereto (the “Solicitation Documents”); (d) those documents identified in the Project Specifications section of this Agreement, if any; and (e) the task work orders issued for individual projects pursuant to this Agreement (collectively the “Contract Documents”). The Contract Documents are incorporated herein by reference for all purposes. Any conflict between the terms of this Agreement and the Contract Documents shall be construed in favor of this Agreement and 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 Services (A-1 through A-2) |
| Exhibit B: | Loaded Hourly Rates (B-1 through B-2) |
| Exhibit C: | Consultant Proposal (C-1) |
3. **SCOPE OF SERVICES.** Consultant agrees to perform professional architectural and related engineering services for City on an as-needed basis based on task work orders mutually negotiated by and between the City and Consultant for various individual City projects. Consultant shall provide all labor, materials, permits, equipment, transportation, and supervision

necessary for the provision of professional architectural and related engineering services to the City under this Agreement unless otherwise agreed to in writing by City.

- A. The scope of work to be performed by Consultant pursuant to task work orders issued under this Agreement may consist of, but will not necessarily be limited to, providing architectural and related engineering services for miscellaneous facility modifications, additions, renovation, repair, and remodel work.
 - B. Task work orders shall, by mutual agreement of the parties, set forth the: (1) scope of services for the individual project; (2) time for performance; (3) method and amount of compensation; (4) items to be provided to the City (the "Deliverables"); (5) material information regarding the services; (6) data that must be provided by the City to Consultant; and (6) name and contact information for the City's Project Manager for the individual project.
 - C. City does not guarantee, warrant, or represent that any certain number of projects or any particular type of project will be assigned to Consultant under the terms of this Agreement.
 - D. The purpose of this Agreement is not to authorize a specific project, but rather to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any subsequently issued task work order mutually agreed to by City and Consultant.
 - E. City shall have no obligation to reimburse Consultant for services rendered outside of the scope of any task work order unless and until City has given written approval of the work and the reimbursement.
 - F. City shall have the sole discretion to select the projects, if any, that may be given to the Consultant.
 - G. City reserves the right to approve or disapprove the use of any subconsultant for its projects.
 - H. Consultant shall perform all services in accordance with the terms and conditions of this Agreement and with any and all applicable regulations and requirements of all interested governmental agencies.
 - I. Consultant shall utilize sufficient qualified personnel acceptable to the City to perform any and all services under this Agreement and any task work order issued hereunder. Consultant shall promptly remove any person from performing services as the City may request in writing and promptly replace such person with a person who shall be approved in writing by the City. Consultant agrees to include a similar provision in its agreements with any and all subconsultants.
 - J. **Standard of Care.** Consultant shall perform all services in a timely, efficient, and cost-effective manner and in a manner that comports with the standards of professional architectural and related engineering services ordinarily exercised by reputable members of Consultant's profession. Consultant shall re-perform any services which fail to satisfy the foregoing standard of care at no additional cost to City. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
4. **CONTRACT TERM.** The term of this Agreement shall commence and continue in full force for a period of **THREE (3) YEARS** beginning on **OCTOBER 2, 2024** and ending on **OCTOBER 1, 2027** (the "Initial Term"). This Agreement may be renewed for no more than **ONE (1)** consecutive

THREE (3) YEAR term upon the mutual written consent of both parties, unless terminated earlier by either party pursuant to the terms of this Agreement.

5. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **TWO HUNDRED FIFTY THOUSAND, AND NO/100 DOLLARS (\$250,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in **Exhibit B – Loaded Hourly Rates** and the terms of this Agreement. The maximum limiting amount established under this Agreement shall not be exceeded without the City's express written approval verified by amendment or change order to this Agreement.
- A. It is expressly understood that Consultant is not entitled to the total amount of Compensation referenced above. Rather, Compensation shall be based on satisfactory completion and delivery of all work product and deliverables identified in the scope of work for each individual task work order up to the maximum limiting amount established herein.
- B. For services rendered by Consultant pursuant to individual task work orders issued under this Agreement, City shall pay Consultant in accordance with the amounts set forth in **Exhibit B – Loaded Hourly Rates**.
- C. Compensation due may be calculated as (1) a lump sum amount; or (2) a guaranteed maximum price based on per diem or hourly rates set forth in **Exhibit B – Loaded Hourly Rates**, which shall not be exceeded unless agreed to in a writing executed by both parties.
- D. **Invoice Submission.** All invoices submitted by Consultant shall be submitted to: **City of Ocala Engineering Department**, Attn: **Sean Lanier**, Address: **1805 NE 30th Avenue, Bldg. 600, Ocala, Florida 34470**, E-Mail: slanier@ocalafl.gov. By submitting its invoice, Consultant certifies to City that: (1) Consultant has billed City for all services rendered by it and any of its consultants or subconsultants through the date of the invoice; (2) any reimbursable expenses present on the face of the invoice, if allowed, have been reasonably incurred by Consultant; and (3) the amount requested by Consultant is currently due and owing.
- E. Consultant invoices shall be sufficiently detailed and adequately describe the work accomplished in accordance with the related task work order. All invoices, reports, and other documentation submitted by Consultant shall include the City Contract Number, invoice date, and an assigned invoice number. City reserves the right to request additional documentation to support the charges reflected. All completed tasks must be approved and agreed upon by the City Project Manager before payment will be authorized.
- F. **Prompt Payment.** Monthly actual payment reporting requirements for prime consultants and subconsultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished. Florida law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within **TWENTY-FIVE (25) DAYS** of receipt. Invoices for consultant contracts are payable per the terms of this Agreement but shall not exceed federal regulations as set forth in 49 CFR Part 26, specifically section 26.29, requiring payment of all subcontractors for satisfactory performance within **THIRTY (30) DAYS** of payment to the Prime.
- G. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is invoiced and/or provided for under the terms of this

- Agreement or any related task work order, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30) DAYS** of Consultant'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. **Reimbursement.** Travel rate equal to the rate used to compute travel costs for State employees in accordance with Section 112.061, Florida Statutes (44.5 cents per mile). The City does not pay cost for copies, mailings, and prints as separate line items.
- I. **Amounts Due to the City.** Consultant must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Consultant may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- J. **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. Consultant shall not be exempted from paying sales tax to its suppliers for services or material required to fulfill Consultant's contractual obligations with the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein.
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 (each a "Force Majeure" event). 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 a force majeure event 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 to the terms of this Agreement and/or any related task work order that may be necessary or appropriate in order to arrive at an equitable solution.
- C. Consultant performance shall be extended for a number of days equal to the duration of the force majeure event. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **TERMINATION.** This Agreement may be terminated by either party for cause upon City or Consultant providing written notice to the defaulting party not less than **THIRTY (30) DAYS** prior to the date of termination in the manner specified for the giving of Notices herein. Any such termination shall not affect the rights or obligations accruing to either party under any previously issued and approved Task Work Order.
- A. **Consultant's Opportunity to Cure Default.** City may, in its sole discretion, provide Consultant with an opportunity to cure the violations set forth in City's notice of default to

- Consultant. Consultant 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 Consultant 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.
- B. **City's Remedies Upon Consultant Default.** In the event of Consultant default under this Agreement City shall have the right, at City's option, to pursue any and all remedies available at law or equity, including, without limitation, the right to:
- (1) terminate this Agreement without further notice;
 - (2) hire another consultant to complete the required work in accordance with the needs of City;
 - (3) recover from Consultant all damages, costs, and attorneys' fees arising from Consultant's default prior to termination; and
 - (4) recover from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant; or (ii) any other remedy as provided by law.
- C. **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. Upon receipt of the City's Notice of Termination, Consultant shall immediately discontinue all work as directed in the Notice, provide notice to all subconsultants 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. Consultant 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 Consultant as permitted under this Agreement and approved by City.
- D. **Delivery of Materials Upon Termination.** In the event of termination of this Agreement (or any task work order issued hereunder), for any reason prior to Consultant's satisfactory completion of all services, Consultant agrees to promptly provide to City, at no additional cost or expense, one (1) copy of any and all of the following items which may have been produced or created prior to and including the date of termination to City: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and any other information, instrument, or materials (whether or not completed) that were generated or prepared by Consultant in rendering the Services described herein and not previously furnished to City by Consultant pursuant to this Agreement or associated task work order.
8. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Consultant's performance. Any such evaluation will become public record.
9. **CONTRACT FULFILLMENT.** Consultants who enter into any agreement with the City of Ocala and fail to complete the contract term, for any reason, may be subject to future bidding suspension for **ONE (1) YEAR**, and up to a possible **THREE (3) YEAR** bid debarment for serious contract failures.
10. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto

liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Consultant's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Consultant does not own vehicles, Consultant shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Consultant's Commercial General Liability policy or separate Commercial Automobile Liability policy.

11. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury;
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations;
 - C. Policy must include coverage for contractual liability and independent contractors;
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Consultant. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Consultant shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Consultant shall waive and shall ensure that Consultant's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Consultant's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**
13. **PROFESSIONAL LIABILITY AND/OR ERRORS AND OMISSIONS INSURANCE COVERAGE.** Consultant shall procure and maintain, for a period of not less than **Five (5) Years** from the date of acceptance of the work by the City, a policy of professional liability/error and omissions insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.
14. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting Consultant's liability or obligations under this Agreement. City does not in any way

- represent that these types or amounts of insurance are sufficient or adequate enough to protect Consultant's interests or liabilities or to protect Consultant from claims that may arise out of or result from the negligent acts, errors, or omissions of Consultant, any of its agents or subconsultants, or for anyone whose negligent act(s) Consultant may be liable.
- B. No insurance shall be provided by the City for Consultant under this Agreement and Consultant shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Consultant under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Consultant allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Consultant shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Consultant's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Consultant's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Consultant's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Consultant. Consultant's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Consultant 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.

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 Consultant or as prohibiting the City from acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.
 - E. A consultant who fails to provide public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK, 110 SE WATULA AVENUE, OCALA FLORIDA 34471; TELEPHONE: 352-629-8266; E-MAIL: clerk@ocalafl.gov.

17. **AUDIT.** Consultant agrees to maintain such financial and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. Consultant 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.

18. **PUBLICITY.** Consultant 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.
19. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
20. **DRUG FREE WORKPLACE CERTIFICATION.** If not already completed during the solicitation process, in compliance with section 287.087, Florida Statutes, Consultant shall, prior to the commencement of work under this Agreement, execute the City's Drug Free Workplace Certification and it shall thereafter be deemed to be included as part of this Agreement.
21. **NON-DISCRIMINATORY PRACTICES.** Consultant, for itself, its delegates, successors-in-interest, and assigns, and as part of the consideration hereof, does hereby covenant and agree that in the furnishing of Services to the City under this Agreement, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the basis 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. Consultant further covenants and agrees that it shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines and as such rules, regulations, or guidelines may from time to time be amended.
22. **E-VERIFY.** Pursuant to section 448.095, Consultant 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. Consultant 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, Consultant 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. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant 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. Consultant 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.
23. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges Consultant 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 Consultant performs hereunder.

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.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from 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 negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by section 725.08, Florida Statutes, and to the extent that the services rendered pursuant to the Agreement were services of a “Design Professional” as defined in section 725.08(4), Florida Statute, including without limitation, harm or personal injury to third persons during the term 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 required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

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| If to Consultant: | Architecture Studio, Inc. Attention: Rolando Sosa 823 E. Fort King Street Ocala, Florida, 34471 Phone: 352-620-0944 Email: sosa@sosarchitect.com |
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| If to City of Ocala: | Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov |
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Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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 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.
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 who shall be bound by the provisions hereof.

34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
35. **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.
36. **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.
37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **ELECTRONIC SIGNATURE(S).** Consultant, 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.
39. **ENTIRE AGREEMENT.** This Agreement, including those documents referenced in the Contract Documents section of this Agreement, constitute 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.
40. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on 10/4/2024.

ATTEST

CITY OF OCALA

Signed by:
Angel B. Jacobs
8DB9574C29E5485

Angel B. Jacobs
City Clerk

DocuSigned by:
Barry Mansfield
438E2A5AC278447

Barry Mansfield
City Council President

Approved as to form and legality:

ARCHITECTURE STUDIO, INC.

DocuSigned by:
William E. Sexton
917DCFAE9E6429

Signed by:
Rolando Sosa
E07C89C115D845A

William E. Sexton

(Name)

Rolando Sosa

(Name of Authorized Signatory)

City Attorney

(Title)

architect

(Title of Authorized Signatory)

EXHIBIT A - Scope of Services

OVERVIEW OF PROJECT AND SCOPE OF SERVICES

Consultant shall provide architectural and related engineering services for miscellaneous facility modifications, additions, renovation, repair, and remodel work on an as-needed basis. These services will be used by the City of Ocala Engineering Department to construct various modifications, additions, renovations, repairs, or remodel of City facilities, citywide. Consultant must be licensed in the State of Florida and possess professional service registrations and licenses in accordance with applicable statutes, regulations, and rules.

Consultants shall be tasked with development of architectural/construction drawings and working with the project team to finalize project scopes and budgets. Consultant will also serve as the "Architect of Record" for the project and be the primary interface with the City of Ocala for permitting and construction tasks, and shall sign and seal appropriate drawings, statements, and certifications. Consultant shall also provide input as appropriate during all tasks of design on codes and standards in the City of Ocala and conformance thereto. Additionally, Consultant will obtain any required governmental approvals and permits with the City of Ocala Permits Department.

Work will be assigned on an as-needed basis per project by individual Task Work Orders. Each Task Work Order will itemize the hours and tasks to be performed for each individual project using negotiated fixed hourly rates that will be used to calculate the proposed fee for services performed.

Pursuant to section 287.055(2)(g), Florida Statutes, no individual project assigned by Task Work Order under this Agreement shall have a basic construction cost estimated by the City not to exceed \$7.5 million and no fee for professional services for a planning or study activity in excess of \$500,000. If a project's estimated construction cost limit or planning/study will exceed these amounts, that project's architectural services will be advertised and procured separately under section 287.055, Florida Statutes.

The City Project Manager or designee shall define the scope of work for each individual project via Task Work Order. The Work may include, but is not limited to, the following:

- (a) Providing signed and sealed, permittable, construction plans and specifications for new commercial/government facility construction, modification, renovation, remodel, or repair.
- (b) Providing construction plans inclusive of the design of all necessary architectural, structural, mechanical, plumbing, and electrical systems and components.
- (c) Providing construction specifications for all building components and systems.
- (d) Providing construction plans and specifications which comply with the current Florida Building Code and other requirements set forth in the City of Ocala Municipal Code for the permitting of commercial construction.
(See https://library.municode.com/fl/ocala/codes/code_of_ordinances?nodeId=PTIICOOR_CH82BUBURE)
- (e) Meeting with City staff to review preliminary and final design for approval.

Design Schedule: The design schedule for each individual project will be dependent on the Task Work Order's scope of work. Generally, Consultant should be able to provide signed and sealed permitted construction plans within a reasonable amount of time from the issue of Notice to Proceed. The design schedule will be negotiated with the City Project Manager when a Task Work Order proposal is requested.

ADDITIONAL INFORMATION

The services provided will be for a complete solution. Consultant shall provide the services described herein to include the architectural and related engineering services necessary for a complete construction plan set. The Consultant will be contractually responsible for providing the overall complete design for each scope of work.

PER DIEM RATE SHEET

| Position | Rate |
|---------------------|-------------|
| Principal Architect | \$225.00 |
| Project Architect | \$175.00 |
| Project Manager | \$150.00 |
| Interior Designer | \$125.00 |
| Senior Designer | \$125.00 |
| CADD Designer | \$95.00 |
| Project Assistant | \$85.00 |
| Accounting Manager | \$75.00 |
| Clerical | \$50.00 |

REIMBURSABLE EXPENSES

| | |
|---|-------------------------------|
| 24X36, 30X42 Plots B/W on Translucent Bond | \$2.00/2.50 Per SF |
| 24X36, 30X42 Color on Translucent Bond | \$10.00 Per SF |
| 8^{1/2}x11 Copies B/W | \$0.20 |
| 11x17 Copies B/W | \$0.40 |
| Travel per mile, door to door | Per IRS Rates |
| Photography, Postage, etc. | Cost + %10 |
| Out of Town Expenses (Hotel and meals) | Cost + %10 |
| Permit and Application Fee | Cost + %10 |
| Overnight Deliveries | Cost + %10 |
| Interior Furnishings Purchases | Cost + %10 |
| <hr/> | |
| Services added to our contract (Consultants, engineers and vendors): | |
| Cost + %10 | |

Exhibit B - Loaded Hourly Rates

CONTRACT# ENG/240627

**TLC Engineering Solutions, Inc.
HOURLY RATES**

| Salary Multipliers | |
|----------------------------------|--------|
| Employee Burden | 56.52 |
| G&A Overhead | 153.66 |
| Total Audited Rate before profit | 210.18 |

TLC Engineering Solutions, Inc.

Fringe Burden
56.52

G&A
153.66

Profit
10.00%

| Position | Hourly Rate | Fringe Burden | Fully Burdened Rates |
|---------------------|-------------|---------------|----------------------|
| Director | \$70.00 | \$39.56 | \$109.56 |
| Senior Engineer | \$60.00 | \$33.91 | \$93.91 |
| Project Engineer | \$50.00 | \$28.26 | \$78.26 |
| Engineer | \$40.00 | \$22.61 | \$62.61 |
| Graduate Engineer | \$30.00 | \$16.95 | \$46.95 |
| Technician/Clerical | \$25.00 | \$14.13 | \$39.13 |

| G&A | profit | Total | Calculated Total Multiplier |
|----------|---------|----------|-----------------------------|
| \$107.56 | \$21.71 | \$238.84 | 3.41 |
| \$92.20 | \$18.61 | \$204.72 | 3.41 |
| \$76.83 | \$15.51 | \$170.60 | 3.41 |
| \$61.47 | \$12.41 | \$136.48 | 3.41 |
| \$46.10 | \$9.31 | \$102.36 | 3.41 |
| \$38.42 | \$7.75 | \$85.30 | 3.41 |

Exhibit C – Consultant Proposal CONTRACT# ENG/240627

**Architecture Studio, Inc.'s submitted
proposal is available for inspection and
copying at: City of Ocala, Procurement
and Contracting 110 SE Watula Avenue
Ocala, Florida, 34471**

Certificate Of Completion

| | |
|--|-----------------------------|
| Envelope Id: 147FDC25680F4ED49F7424AB2083409E | Status: Completed |
| Subject: SIGNATURE - Agreement for Continuing Architectural Services-Citywide (ENG/240627) | |
| Source Envelope: | |
| Document Pages: 18 | Signatures: 4 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Porsha Ullrich |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | 110 SE Watula Avenue |
| | City Hall, Third Floor |
| | Ocala, FL 34471 |
| | pullrich@ocalafl.gov |
| | IP Address: 216.255.240.104 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Porsha Ullrich | Location: DocuSign |
| 10/2/2024 4:11:18 PM | pullrich@ocalafl.gov | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: City of Ocala - Procurement & Contracting | Location: DocuSign |

Signer Events

Rolando Sosa
sosa@sosarchitect.com
architect
Security Level: Email, Account Authentication (None)

Signature

Signed by:

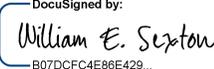
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Viewed: 10/2/2024 4:50:12 PM
Signed: 10/2/2024 4:51:26 PM

Electronic Record and Signature Disclosure:
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ID: 59e48859-7792-4577-bb8c-f82ac077b36f

William E. Sexton
wsexton@ocalafl.org
City Attorney
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
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Signed: 10/3/2024 8:51:16 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Barry Mansfield
bmansfield@ocalafl.org
Council President
City of Ocala
Security Level: Email, Account Authentication (None)

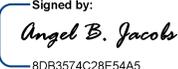
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Signed using mobile

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Viewed: 10/4/2024 10:31:48 PM
Signed: 10/4/2024 10:32:13 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Angel B. Jacobs
ajacobs@ocalafl.org
City Clerk
Security Level: Email, Account Authentication (None)

Signed by:

8DB3574C28E54A5...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

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Viewed: 10/7/2024 8:54:30 AM
Signed: 10/7/2024 8:54:50 AM

Electronic Record and Signature Disclosure:

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|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

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|--------------------------------|------------------|------------------|
|--------------------------------|------------------|------------------|

| Editor Delivery Events | Status | Timestamp |
|-------------------------------|---------------|------------------|
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| Agent Delivery Events | Status | Timestamp |
|------------------------------|---------------|------------------|
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| Intermediary Delivery Events | Status | Timestamp |
|-------------------------------------|---------------|------------------|
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|
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| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|
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| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

| | | |
|---------------------|------------------|----------------------|
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| Certified Delivered | Security Checked | 10/7/2024 8:54:30 AM |
| Signing Complete | Security Checked | 10/7/2024 8:54:50 AM |
| Completed | Security Checked | 10/7/2024 8:54:50 AM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| Electronic Record and Signature Disclosure |
|---|
|---|

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-0780

Agenda Item #: 10b.

Submitted By: Hector Colon

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):

Approve Task Work Order No.43 with Kimley-Horn and Associates, Inc., for the provision of engineering services related to the update of the City's Reclaimed Water Master Plan in the amount of \$88,209

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence, Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

In October 2018, Kimley-Horn and Associates, Inc. developed the City of Ocala (City) Water Resources Plan - Reclaimed Water Master Plan Report. The primary objective of the report was to maximize the reclaimed water flows to the Wetland Groundwater Recharge Park generated by the City's Water Reclamation Facilities and to optimize the system pressure and flows between them. A distribution system hydraulic model was built based on 5-year, 10-year, and 20-year projected water flows. Multiple future scenarios were analyzed to evaluate the anticipated growth and system expansion from future development. These scenarios demonstrated the distribution system locations to be improved. As a result, a list of reclaimed water system capital improvements and cost of the improvements was developed.

FINDINGS AND CONCLUSIONS:

Six years after the development of the original Reclaimed Water Master Plan, an update to the plan is needed due to the growth around the city.

Kimley-Horn & Associates, Inc., issued a proposal for a Task Work Order No. 43 for this project under its Agreement for Continuing Professional Engineering Services (Contract No. ENG/210895) approved by City Council on September 20, 2022. The purpose of this Task Work Order is to develop a comprehensive Reclaimed Water Master Plan update to identify and prioritize capital projects and to understand the improvements required to accommodate current and future flows. The updated master plan will focus on capital improvements required to serve the utility service area's 5-year, 10-year, and 20-year future needs, analyze a

new hydraulic model, and provide a prioritized list of recommendations.

FISCAL IMPACT:

Funding for this task work order is available in account string 455-020-302-536-53-31010 in the amount of \$88,209. A budget resolution to appropriate the additional funds is provided in the general business portion of this agenda.

PROCUREMENT REVIEW:

These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

The Master Service Agreement governing this Task Work Order was reviewed and approved for form and legality by former City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



CONTRACT# 210895

CITY OF OCALA CONTINUING PROFESSIONAL SERVICES CONTRACT WORK ORDER

WORK ORDER NUMBER # 43

EFFECTIVE DATE: 3/25/25

Contracting Officer
Approval/Initials

Project Title: Reclaimed Water Master Plan

To: *Kimley Horn and Associates*
1700 SE 17th St Suite 200
Ocala, FL 34471

Attn: *Alan Garri, PE*

FUNDING SOURCE: _____
Professional Services

EXPENDITURE
ACCOUNT NUMBER: _____
455-020-302-536-53-31010

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **\$88,208.14**.

Requested By: *Sean Lewis* Date: *5/22/25*
Department Director

Approved By: _____ Date: _____
City Council President

INDIVIDUAL PROJECT ORDER NUMBER 2025-03

Describing a specific Agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Ocala (the City) in accordance with the terms of the Master Agreement Contract Eng/210895 for Continuing Professional Services dated September 25, 2022, which is incorporated herein by reference.

Identification of Project:

Project: Reclaimed Water Master Plan

Client: City of Ocala

Project Manager: Alan Garri, PE

General Category of Services:

1. The City has determined that a reclaimed water master plan is necessary to efficiently and effectively manage the reclaimed water flows within the City's system and maximize the reclaimed water that is available to be sent to the various sites which accept reclaimed water.
2. The objective of this project is to gather information, develop future needs, perform necessary hydraulic analysis, develop costs, report recommendations, and produce a prioritized list of funding needs. The Reclaimed Master Plan will focus on the following:
 - a. Optimizing system pressures between WRF 2 and 3
 - b. Maximizing the reclaimed water that can be sent to the wetland recharge park
 - c. Identifying capital improvements required to serve the existing, 5-year, 10-year, and 20-year future needs of the utility service area.

SCOPE OF SERVICES

Task 1 – Data Collection, GIS Database Development and Kickoff Meeting

- A. Kimley-Horn will use the City's existing reclaimed water system mapping as the basis for the existing infrastructure information. Lines greater than or equal to 4" will be included in the reclaimed water system analysis.
- B. Kimley-Horn will use the previous utility master plan (2018) as the basis for the reclaimed water system analysis.
- C. Kimley-Horn will summarize the current permitting status and regulatory issues affecting reclaimed water systems, such as network limitations, treatment limitations, permit compliance issues, and regulatory concerns. Kimley-Horn will contact staff with the Florida Department of Environmental Protection (FDEP) to discuss the project and capture input or concerns from the FDEP.
- D. The City will provide a list of pump stations and forcemains with corresponding motor sizes and capacity. The City will also provide Kimley-Horn with copies of the most recent wastewater / reclaimed water permit application package.
- E. Kimley-Horn will prepare for and attend a project kick-off meeting with City staff. Project objectives, schedule, milestones, communication methods, and base information will all be discussed.

Kimley-Horn will prepare meeting minutes after the meeting and circulate the minutes to meeting participants.

Task 2 – Reclaimed Water System Hydraulic Modeling/Capacity Evaluation

- A. Kimley-Horn will prepare an existing reclaimed water system hydraulic model to include recent distribution system modifications and reclaimed water demand information provided by the City. The City will also provide detailed system plans for the City of Ocala reclaimed water system in GIS format. The model will be prepared using the Sewer Gems modeling software.
- B. Kimley-Horn will convert the City's existing InfoSewer model to the Sewer Gems format.
- C. The City will provide the GIS data for the Utility system for inclusion in the model.
- D. Kimley-Horn will calibrate the system model using pressure data at the distribution system pumps as provided by the City.
- E. Kimley-Horn will prepare recommended reclaimed water system hydraulic standards for acceptance by the City. Hydraulic standards will be established for the following parameters:
 - 1) Minimum System Pressure
 - 2) Maximum System Pressure
 - 3) Average System Delivery Pressure
 - 4) Maximum Pipe Velocity
- F. After successful calibration, Kimley-Horn will prepare a series of system models under the scenarios listed below.
 - 1) Balanced flows to the wetland recharge park
 - 2) Balanced pressures between WRF 2 and 3
 - 3) Upgrades to pipe sizes and pumps
- G. Kimley-Horn will review the model results with City staff. Kimley-Horn will conduct a one-day workshop with City staff at the Kimley-Horn Ocala office to conduct additional modeling and scenario analysis. The results of the additional analyses conducted during the workshop will be included in the master plan report.

Task 3 – Master Plan Report Update Volume I

- A. Kimley-Horn will prepare a draft update to the existing City's Utility Master Plan document. This first volume will be comprised of the reclaimed water master plan associated with this IPO. Subsequent volumes will be completed under separate IPO and are not included in this scope.
- B. Kimley-Horn will submit the Master Plan update for staff review and comment. Up to three hard copies of the Master Plan will be provided along with one electronic PDF copy.

- C. Kimley-Horn will revise the draft Utility Master Plan document one time to incorporate staff comments. Kimley-Horn will provide up to three hard copies and one electronic PDF copy of the final Utility Master Plan update.
- D. Kimley-Horn will prepare for and present a summary of the final Utility Master Plan update at a City Council workshop.

ADDITIONAL SERVICES

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

SCHEDULE

Kimley-Horn will begin services upon receipt of an executed IPO. The above services will be provided as expeditiously as practicable to meet a mutually agreed-upon schedule.

FEE AND EXPENSE

Kimley-Horn will perform the Scope of Services described above for a lump sum fee of \$88,208.14. All permitting, application, and similar project fees will be paid directly by the City. A breakdown of the fee per task is provided in the Attached Table A.

Attachments: Table A

ACCEPTED:

THE CITY OF OCALA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Amber L. Gartner, PE

TITLE: _____

TITLE: Vice President _____

DATE: _____

DATE: February 5, 2025 _____

G:\New Business\Public Sector\City of Ocala\2025\Reclaimed Water Master Plan\Project Management\2025-03_Reclaimed Water Master Plan.docx

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT RECLAIMED WATER MASTER PLAN
 CLIENT: CITY OF OCALA
 KHA PM: ALAN J. GARRI, P.E.
 BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/210895

SHEET: 1 of 1
 DATE: 2/7/2025

| NO. | DESCRIPTION | DIRECT LABOR (MAN-HOURS) | | | | | | | | | | | LABOR TOTAL | |
|---------------------|---|--------------------------|------------------|--------------------|-------------------|--------------------|--------------------|--------------------|----------------|--------------------|-------------|----------|-------------|------------------|
| | | Project Manager 2 | Chief Engineer 1 | Senior Engineer 1B | Senior Engineer 2 | Project Engineer 2 | Project Engineer 1 | Engineering Intern | Chief Designer | Secretary/Clerical | LABOR HOURS | SUB (\$) | | |
| 1A - B | Collect data on City's reclaimed system | 2 | 3 | 4 | 6 | 8 | 12 | 12 | 4 | 51.0 | | | \$ | 9,950.16 |
| 1C | Summarize Permitting Status | 2 | 3 | 2 | 4 | 6 | 10 | 10 | 4 | 41.0 | | | \$ | 7,827.98 |
| 1D | Kick off meeting. (Prep & attendance) | | | 2 | 2 | 4 | 4 | 4 | | 16.0 | | | \$ | 3,199.32 |
| 2A - B | Prepare Model for existing conditions | 2 | | 6 | 8 | 18 | 20 | 24 | 4 | 82.0 | | | \$ | 15,387.76 |
| 2C - D | Calibrate Model and prepare Hydraulic Standards | 2 | 4 | 6 | 8 | 18 | 20 | 16 | 4 | 78.0 | | | \$ | 15,511.04 |
| 2E - F | Prepare Model scenarios for proposed conditions | 2 | 4 | 6 | 8 | 10 | 12 | 16 | 4 | 62.0 | | | \$ | 12,301.84 |
| 3A - B | Draft Master Plan Report Vol 1 | 4 | 6 | 6 | 8 | 10 | 12 | 16 | 8 | 70.0 | | | \$ | 13,775.92 |
| 3C - D | Final Master Plan Report Vol 1 | 4 | 4 | 6 | 8 | 6 | 8 | 8 | 6 | 50.0 | | | \$ | 10,254.12 |
| SUB TOTAL: | | | | | | | | | | | \$ | - | \$ | 88,208.14 |
| GRAND TOTAL: | | | | | | | | | | | \$ | - | \$ | 88,208.14 |

INDIVIDUAL PROJECT ORDER NUMBER 2025-03

Describing a specific Agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Ocala (the City) in accordance with the terms of the Master Agreement Contract Eng/210895 for Continuing Professional Services dated September 25, 2022, which is incorporated herein by reference.

Identification of Project:

Project: Reclaimed Water Master Plan

Client: City of Ocala

Project Manager: Alan Garri, PE

General Category of Services:

1. The City has determined that a reclaimed water master plan is necessary to efficiently and effectively manage the reclaimed water flows within the City's system and maximize the reclaimed water that is available to be sent to the various sites which accept reclaimed water.
2. The objective of this project is to gather information, develop future needs, perform necessary hydraulic analysis, develop costs, report recommendations, and produce a prioritized list of funding needs. The Reclaimed Master Plan will focus on the following:
 - a. Optimizing system pressures between WRF 2 and 3
 - b. Maximizing the reclaimed water that can be sent to the wetland recharge park
 - c. Identifying capital improvements required to serve the existing, 5-year, 10-year, and 20-year future needs of the utility service area.

SCOPE OF SERVICES

Task 1 – Data Collection, GIS Database Development and Kickoff Meeting

- A. Kimley-Horn will use the City's existing reclaimed water system mapping as the basis for the existing infrastructure information. Lines greater than or equal to 4" will be included in the reclaimed water system analysis.
- B. Kimley-Horn will use the previous utility master plan (2018) as the basis for the reclaimed water system analysis.
- C. Kimley-Horn will summarize the current permitting status and regulatory issues affecting reclaimed water systems, such as network limitations, treatment limitations, permit compliance issues, and regulatory concerns. Kimley-Horn will contact staff with the Florida Department of Environmental Protection (FDEP) to discuss the project and capture input or concerns from the FDEP.
- D. The City will provide a list of pump stations and forcemains with corresponding motor sizes and capacity. The City will also provide Kimley-Horn with copies of the most recent wastewater / reclaimed water permit application package.
- E. Kimley-Horn will prepare for and attend a project kick-off meeting with City staff. Project objectives, schedule, milestones, communication methods, and base information will all be discussed.

Kimley-Horn will prepare meeting minutes after the meeting and circulate the minutes to meeting participants.

Task 2 – Reclaimed Water System Hydraulic Modeling/Capacity Evaluation

- A. Kimley-Horn will prepare an existing reclaimed water system hydraulic model to include recent distribution system modifications and reclaimed water demand information provided by the City. The City will also provide detailed system plans for the City of Ocala reclaimed water system in GIS format. The model will be prepared using the Sewer Gems modeling software.
- B. Kimley-Horn will convert the City's existing InfoSewer model to the Sewer Gems format.
- C. The City will provide the GIS data for the Utility system for inclusion in the model.
- D. Kimley-Horn will calibrate the system model using pressure data at the distribution system pumps as provided by the City.
- E. Kimley-Horn will prepare recommended reclaimed water system hydraulic standards for acceptance by the City. Hydraulic standards will be established for the following parameters:
 - 1) Minimum System Pressure
 - 2) Maximum System Pressure
 - 3) Average System Delivery Pressure
 - 4) Maximum Pipe Velocity
- F. After successful calibration, Kimley-Horn will prepare a series of system models under the scenarios listed below.
 - 1) Balanced flows to the wetland recharge park
 - 2) Balanced pressures between WRF 2 and 3
 - 3) Upgrades to pipe sizes and pumps
- G. Kimley-Horn will review the model results with City staff. Kimley-Horn will conduct a one-day workshop with City staff at the Kimley-Horn Ocala office to conduct additional modeling and scenario analysis. The results of the additional analyses conducted during the workshop will be included in the master plan report.

Task 3 – Master Plan Report Update Volume I

- A. Kimley-Horn will prepare a draft update to the existing City's Utility Master Plan document. This first volume will be comprised of the reclaimed water master plan associated with this IPO. Subsequent volumes will be completed under separate IPO and are not included in this scope.
- B. Kimley-Horn will submit the Master Plan update for staff review and comment. Up to three hard copies of the Master Plan will be provided along with one electronic PDF copy.

- C. Kimley-Horn will revise the draft Utility Master Plan document one time to incorporate staff comments. Kimley-Horn will provide up to three hard copies and one electronic PDF copy of the final Utility Master Plan update.
- D. Kimley-Horn will prepare for and present a summary of the final Utility Master Plan update at a City Council workshop.

ADDITIONAL SERVICES

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

SCHEDULE

Kimley-Horn will begin services upon receipt of an executed IPO. The above services will be provided as expeditiously as practicable to meet a mutually agreed-upon schedule.

FEE AND EXPENSE

Kimley-Horn will perform the Scope of Services described above for a lump sum fee of \$88,208.14. All permitting, application, and similar project fees will be paid directly by the City. A breakdown of the fee per task is provided in the Attached Table A.

Attachments: Table A

ACCEPTED:

THE CITY OF OCALA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: 
Amber L. Gartner, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: February 5, 2025

G:\New Business\Public Sector\City of Ocala\2025\Reclaimed Water Master Plan\Project Management\2025-03_Reclaimed Water Master Plan.docx

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT RECLAIMED WATER MASTER PLAN
 CLIENT: CITY OF OCALA
 KHA PM: ALAN J. GARRI, P.E.
 BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/210895

SHEET: 1 of 1
 DATE: 2/7/2025

| | | DIRECT LABOR (MAN-HOURS) | | | | | | | | | | | | |
|---------------------|---|--------------------------|---------------------|-----------------------|----------------------|-----------------------|-----------------------|-----------------------|-------------------|------------------------|----------------|---------------------|----------------|--|
| | | Project Manager 2 | Chief Engineer 1 | Senior Engineer 1B | Senior Engineer 2 | Project Engineer 2 | Project Engineer 1 | Engineering Intern | Chief Designer | Secretary/ Clerical | LABOR HOURS | SUB (\$) | LABOR TOTAL | |
| NO. | DESCRIPTION | \$224.86 | \$305.66 | \$262.47 | \$260.05 | \$225.65 | \$175.50 | \$137.42 | \$170.09 | \$103.26 | | | | |
| 1A - B | Collect data on City's reclaimed system | 2 | 3 | 4 | 6 | 8 | 12 | 12 | | 4 | 51.0 | | \$ 9,950.16 | |
| 1C | Summarize Permitting Status | 2 | 3 | 2 | 4 | 6 | 10 | 10 | | 4 | 41.0 | | \$ 7,827.98 | |
| 1D | Kick off meeting. (Prep & attendance) | | | 2 | 2 | 4 | 4 | 4 | | | 16.0 | | \$ 3,199.32 | |
| 2A - B | Prepare Model for existing conditions | 2 | | 6 | 8 | 18 | 20 | 24 | | 4 | 82.0 | | \$ 15,387.76 | |
| 2C - D | Calibrate Model and prepare Hydraulic Standards | 2 | 4 | 6 | 8 | 18 | 20 | 16 | | 4 | 78.0 | | \$ 15,511.04 | |
| 2E - F | Prepare Model scenarios for proposed conditions | 2 | 4 | 6 | 8 | 10 | 12 | 16 | | 4 | 62.0 | | \$ 12,301.84 | |
| 3A - B | Draft Master Plan Report Vol 1 | 4 | 6 | 6 | 8 | 10 | 12 | 16 | | 8 | 70.0 | | \$ 13,775.92 | |
| 3C -D | Final Master Plan Report Vol 1 | 4 | 4 | 6 | 8 | 6 | 8 | 8 | | 6 | 50.0 | | \$ 10,254.12 | |
| SUB TOTAL: | | | | | | | | | | | \$ - | \$ 88,208.14 | | |
| GRAND TOTAL: | | | | | | | | | | | \$ | 88,208.14 | | |

AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES - CITYWIDE

THIS AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES - CITYWIDE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **KIMLEY-HORN & ASSOCIATES, INC.**, a foreign for-profit corporation duly organized in the state of North Carolina and authorized to do business in the state of Florida (EIN# 45-0885615) ("Kimley-Horn") or ("Consultant").

RECITALS:

WHEREAS, the City has a need for professional engineering services to be performed citywide on a continuing and as needed basis; and

WHEREAS, on May 19, 2020, City issued a Request for Proposals ("RFP") for the procurement of various professional engineering services from qualified firms on a continuing and as needed basis, RFP No.: ENG/190603 (the "Solicitation"); and

WHEREAS, Kimley-Horn & Associates, Inc. submitted a proposal and was selected as a finalist and awardee for the provision of professional engineering services for the workgroups set forth in **Exhibit B – Awarded Work Groups**; and

WHEREAS, the City desires to contract with Kimley-Horn for the provision of professional engineering services upon the terms and conditions set forth herein and Kimley-Horn desires to perform such services upon said terms and conditions and based upon its qualifications package attached hereto as **Exhibit C – Consultant Proposal**; and

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

TERMS OF AGREEMENT:

1. **RECITALS.** City and Consultant 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 documents comprising the entire understanding between City and Consultant shall include only: (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 proposal submitted by Consultant in response thereto (the "Solicitation Documents"); (d) those documents identified in the Project Specifications section of this Agreement, if any; and (e) the task work orders issued for individual projects pursuant to this Agreement (collectively the "Contract Documents"). The Contract Documents are incorporated herein by reference for all purposes. Any conflict between the terms of this Agreement and the Contract Documents shall be construed in favor of this Agreement and 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: Consultant Loaded Rate Sheet (A-1)
 - Exhibit B: Awarded Work Groups (B-1)
 - Exhibit C: Consultant Proposal (C-1)
3. **SCOPE OF SERVICES.** Consultant agrees to perform professional engineering services for City on an as needed basis based on task work orders mutually negotiated by and between the City and Consultant for various individual City projects. Consultant shall provide all labor, materials, permits, equipment, transportation and supervision necessary for the provision of professional engineering services to the City under this Agreement unless otherwise agreed to in writing by City.

- A. The scope of work to be performed by Consultant pursuant to task work orders issued under this Agreement may consist of, but will not necessarily be limited to, providing general and customary engineering services for City projects for studies, design, plans production, construction management, development plan review, and other miscellaneous engineering projects.
 - B. Task work orders shall, by mutual agreement of the parties, set forth the: (1) scope of services for the individual project; (2) time for performance; (3) method and amount of compensation; (4) items to be provided to the City (the "Deliverables"); (5) material information regarding the services; (6) data that must be provided by the City to Consultant; and (6) name and contact information for the City's Project Manager for the individual project.
 - C. City does not guarantee, warrant, or represent that any certain number of projects or any particular type of project will be assigned to Consultant under the terms of this Agreement.
 - D. The purpose of this Agreement is not to authorize a specific project, but rather to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any subsequently issued task work order mutually agreed to by City and Consultant.
 - E. City shall have no obligation to reimburse Consultant for services rendered outside of the scope of any task work order unless and until City has given written approval of the work and the reimbursement.
 - F. City shall have the sole discretion to select the projects, if any, that may be given to the Consultant.
 - G. City reserves the right to approve or disapprove the use of any subconsultant for its projects.
 - H. Consultant shall perform all Services in accordance with the terms and conditions of this Contract and with any and all applicable regulations and requirements of all interested governmental agencies.
 - I. Consultant shall utilize sufficient qualified personnel acceptable to the City to perform any and all services under this Agreement and any task work order issued hereunder. Consultant shall promptly remove any person from performing services as the City may request in writing and promptly replace such person with a person who shall be approved in writing by the City. Consultant agrees to include a similar provision in its agreements with any and all subconsultants.
 - J. **Standard of Care.** Consultant shall perform all Services in a timely, efficient, and cost-effective manner and in a manner that comports with the standards of professional engineering services ordinarily exercised by reputable members of Consultant's profession. Consultant shall re-perform any services which fail to satisfy the foregoing standard of care at no additional cost to City. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
4. **CONTRACT TERM.** The term of this Agreement shall commence and continue in full force for a period of **FIVE (5) YEARS** beginning on **OCTOBER 1, 2020** and ending on **SEPTEMBER 30, 2025** (the "Initial Term"). This Agreement may be renewed for no more than **TWO (2)** consecutive **ONE (1) YEAR** terms upon the mutual written consent of both parties, unless terminated earlier by either party pursuant to the terms of this Agreement.
5. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in **Exhibit A – Consultant Loaded Rate Sheet** and the terms of this Agreement. The maximum limiting amount established under this

Agreement shall not be exceeded without the City's express written approval verified by amendment or change order to this Agreement.

- A. It is expressly understood that Consultant is not entitled to the total amount of Compensation referenced above. Rather, Compensation shall be based on satisfactory completion and delivery of all work product and deliverables identified in the scope of work for each individual task work order up to the maximum limiting amount established herein.
- B. For services rendered by Consultant pursuant to individual task work orders issued under this Agreement, City shall pay Consultant in accordance with the amounts set forth in **Exhibit A – Consultant Loaded Rate Sheet**.
- C. Compensation due may be calculated as (1) a lump sum amount; or (2) a guaranteed maximum price based on per diem or hourly rates set forth in **Exhibit A – Consultant Loaded Rate Sheet**, which shall not be exceeded unless agreed to in a writing executed by both parties.
- D. Consultant shall submit invoices on a monthly basis to the City Project Manager identified on the related task work order for those services satisfactorily performed and materials satisfactorily delivered. By submitting its invoice, Consultant certifies to City that: (1) Consultant has billed City for all services rendered by it and any of its consultants or subconsultants through the date of the invoice; (2) any reimbursable expenses present on the face of the invoice, if allowed, have been reasonably incurred by Consultant; and (3) the amount requested by Consultant is currently due and owing.
- E. Consultant invoices shall be sufficiently detailed and adequately describe the work accomplished in accordance with the related task work order. All invoices, reports, and other documentation submitted by Consultant shall include the City Contract Number, invoice date, and an assigned invoice number. City reserves the right to request additional documentation to support the charges reflected. All completed tasks must be approved and agreed upon by the City Project Manager before payment will be authorized.
- F. **Prompt Payment.** Monthly actual payment reporting requirements for prime consultants and subconsultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished. Florida law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within **TWENTY-FIVE (25) DAYS** of receipt. Invoices for consultant contracts are payable per the terms of this Agreement, but shall not exceed federal regulations as set forth in 49 CFR Part 26, specifically section 26.29, requiring payment of all subcontractors for satisfactory performance within **THIRTY (30) DAYS** of payment to the Prime.
- G. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is invoiced and/or provided for under the terms of this Agreement or any related task work order, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30) DAYS** of Consultant'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. Consultant shall not be exempted from paying sales tax to its suppliers for services or material required to fulfill Consultant's contractual obligations with

the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein

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 (each a "Force Majeure" event). 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 a force majeure event 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 to the terms of this Agreement and/or any related task work order that may be necessary or appropriate in order to arrive at an equitable solution.
 - C. Consultant performance shall be extended for a number of days equal to the duration of the force majeure event. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **TERMINATION.** This Agreement may be terminated by either party for cause upon City or Consultant providing written notice to the defaulting party not less than **THIRTY (30) DAYS** prior to the date of termination in the manner specified for the giving of Notices herein. Any such termination shall not affect the rights or obligations accruing to either party under any previously issued and approved Task Work Order.
 - A. **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.
 - B. **City's Remedies Upon Consultant Default.** In the event of Consultant default under this Agreement City shall have the right, at City's option, to pursue any and all remedies available at law or equity, including, without limitation, the right to:
 - (1) terminate this Agreement without further notice;
 - (2) hire another consultant to complete the required work in accordance with the needs of City;
 - (3) recover from Consultant all damages, costs, and attorneys' fees arising from Consultant's default prior to termination; and
 - (4) recover from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant; or (ii) any other remedy as provided by law.
 - C. **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. Upon receipt of the City's Notice of Termination, Consultant shall immediately discontinue all work as directed in the Notice, provide notice to all subconsultants 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. Consultant 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 Consultant as permitted under this Agreement and approved by City.
- D. **Delivery of Materials Upon Termination.** In the event of termination of this Agreement (or any task work order issued hereunder), for any reason prior to Consultant's satisfactory completion of all services, Consultant agrees to promptly provide to City, at no additional cost or expense, one (1) copy of any and all of the following items which may have been produced or created prior to and including the date of termination to City: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and any other information, instrument, or materials (whether or not completed) that were generated or prepared by Consultant in rendering the Services described herein and not previously furnished to City by Consultant pursuant to this Agreement or associated task work order.
8. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Consultant's performance. Any such evaluation will become public record.
9. **CONTRACT FULFILLMENT.** Consultants who enter into any agreement with the City of Ocala and fail to complete the contract term, for any reason, may be subject to future bidding suspension for **ONE (1) YEAR**, and up to a possible **THREE (3) YEAR** bid debarment for serious contract failures.
10. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Consultant's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Consultant does not own vehicles, Consultant shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Consultant's Commercial General Liability policy or separate Commercial Automobile Liability policy.
11. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury;
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations;
 - C. Policy must include coverage for contractual liability and independent contractors;
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Consultant. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Consultant shall waive and shall ensure that Consultant's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Consultant's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**
13. **PROFESSIONAL LIABILITY AND/OR ERRORS AND OMISSIONS INSURANCE COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing - until the third anniversary of the expiration of this Agreement or the third anniversary of acceptance of work by City - professional liability or errors and omissions insurance coverage for wrongful acts in an amount not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, exclusive of defense costs. It is recognized that this type of insurance is only available on a claims-made basis and additional insured endorsements are not available.
14. **MISCELLANEOUS INSURANCE PROVISIONS.**
- A. Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting Consultant's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Consultant's interests or liabilities or to protect Consultant from claims that may arise out of or result from the negligent acts, errors, or omissions of Consultant, any of its agents or subconsultants, or for anyone whose negligent act(s) Consultant may be liable.
 - B. No insurance shall be provided by the City for Consultant under this Agreement and Consultant shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - C. Certificates of Insurance. No work shall be commenced by Consultant under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Consultant allow any subconsultant to commence work until all similarly required certificates and endorsements of the subconsultant have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Consultant shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Consultant's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of

- Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
 - E. Notice of Cancellation of Insurance. Consultant's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Consultant's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.
 - F. 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 an A, showing the "City of Ocala, 110 SE Watula Avenue, Ocala, FL 34471" as an additional insured and certificate holder for General Liability and Commercial Automobile Liability insurance. Original and 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.
 - G. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Consultant. Consultant's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - H. Severability of Interests. Consultant 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.
16. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Consultant or as prohibiting the City from acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
17. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.

- E. A contractor who fails to provide public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK, 110 SE WATULA AVENUE, OCALA FLORIDA 34471; TELEPHONE: 352-629-8266; E-MAIL: clerk@ocalafl.org.

- 17. **AUDIT.** Consultant agrees to maintain such financial and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. Consultant 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.
- 18. **PUBLICITY.** Consultant 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.
- 19. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
- 20. **DRUG FREE WORKPLACE CERTIFICATION.** If not already completed during the solicitation process, in compliance with section 287.087, Florida Statutes, Consultant shall, prior to the commencement of work under this Agreement, execute the City's Drug Free Workplace Certification and it shall thereafter be deemed to be included as part of this Agreement.
- 21. **NON-DISCRIMINATORY PRACTICES.** Consultant, for itself, its delegates, successors-in-interest, and assigns, and as part of the consideration hereof, does hereby covenant and agree that in the furnishing of Services to the City under this Agreement, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the basis 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. Consultant further covenants and agrees that it shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines and as such rules, regulations, or guidelines may from time to time be amended.

22. **E-VERIFY.** Pursuant to section 448.095, Consultant 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. Consultant 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, Consultant 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. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant 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. Consultant 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.
23. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges Consultant 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 Consultant performs hereunder.
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.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from 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 negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by section 725.08, Florida Statutes, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in section 725.08(4), Florida Statute, including without limitation, harm or personal injury to third persons during the term 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 required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and

followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Consultant: Kimley-Horn & Associates, Inc.
Richard V. Busche, P.E.
101 E Silver Springs Blvd, Suite 400
Ocala, Florida 34470
Phone: 352-438-3000
Fax: 561-863-8175
Email: richard.busche@kimley-horn.com

If to City of Ocala: Daphne M. Robinson, Esq. - Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
Fax: 352-690-2025
Email: notices@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esq.
Gooding & Batsel, PLLC
1531 S.E. 36th Ave.
Ocala, Florida 34471
Phone: 352-579-6536
Email: 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 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.

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 who shall be bound by the provisions hereof.
34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
35. **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.
36. **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.
37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **ELECTRONIC SIGNATURE(S).** Consultant, 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.
39. **ENTIRE AGREEMENT.** This Agreement, including those documents referenced in the Contract Documents section of this Agreement, constitute 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.

40. **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 09 / 25 / 2022.

ATTEST

CITY OF OCALA

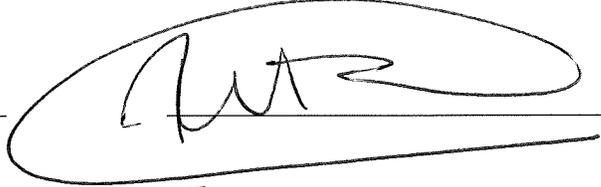
Angel B. Jacobs
Angel B. Jacobs
City Clerk

Ire Bethea Sr.
Ire Bethea, Sr.
City Council President

Approved as to form and legality

KIMLEY-HORN & ASSOCIATES, INC.

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney



Richard V. Buscine
(Name of Authorized Signatory)

SR VICE PRESIDENT
(Title of Authorized Signatory)

| Consultant Loaded Rates- Kimley-Horn Associates, Inc. | | |
|---|-------------|---------------------|
|  | | |
| Job Classification | Unit | Loaded Rates |
| Chief Designer | HOUR | \$170.09 |
| Chief Engineer 1 | HOUR | \$305.66 |
| Chief Engineer 2 | HOUR | \$290.23 |
| Chief Planner | HOUR | \$278.69 |
| Chief Scientist | HOUR | \$212.09 |
| Engineer 1 | HOUR | \$175.50 |
| Engineer 2 | HOUR | \$225.65 |
| Engineering Intern | HOUR | \$137.42 |
| Environmental Specialist | HOUR | \$143.52 |
| Landscape Architect | HOUR | \$156.29 |
| Landscape Architect Intern | HOUR | \$103.65 |
| Landscape Designer/Planner | HOUR | \$122.16 |
| Project Landscape Architect | HOUR | \$212.09 |
| Project Manager 2 | HOUR | \$224.86 |
| Project Planner | HOUR | \$161.07 |
| Secretary/Clerical | HOUR | \$103.26 |
| Senior Engineer 1A | HOUR | \$229.37 |
| Senior Engineer 1B | HOUR | \$262.47 |
| Senior Engineer 2 | HOUR | \$260.05 |
| Senior Landscaping Architect | HOUR | \$246.65 |
| Senior Planner | HOUR | \$204.12 |
| Senior Scientist | HOUR | \$192.95 |

| Kimley-Horn Associates, Inc. Awarded Work Groups | |
|---|---|
| 2.0 | 2.0 Project Development Environmental Studies |
| 3.1 | 3.1 Minor Highway Design |
| 3.2 | 3.2 Major Highway Design |
| 3.3 | 3.3 Controlled Access Highway Design |
| 4.1 | 4.1.1 Miscellaneous Structures |
| 4.1 | 4.1.2 Minor Bridge Design-Concrete |
| 4.2 | 4.2.1 Major Bridge Design-Concrete |
| 4.2 | 4.2.2 Major Bridge Design-Steel |
| 5.1 | 5.1 Conventional Bridge Inspection |
| 5.3 | 5.3 Complex Bridge Inspection |
| 5.4 | 5.4 Bridge Load Inspection |
| 6.1 | 6.1 Traffic Engineering Studies |
| 6.2 | 6.2 Traffic Signal Timing |
| 6.3 | 6.3.1 Intelligent Trans Sys Analysis and Design |
| 6.3 | 6.3.2 Intelligent Transportation System Implementation |
| 6.3 | 6.3.3 Intelligent Trans Traffic Engineering Sys Communication |
| 6.3 | 6.3.4 Intelligent Tran Sys Software Development |
| 7.1 | 7.1 Signing, Pavement Marking and Channelization |
| 7.2 | 7.2 Lighting |
| 7.3 | 7.3 Signalization |
| 8.1 | 8.1 Control Surveying |
| 8.2 | 8.2 Design, Right of Way Construction Surveying |
| 8.4 | 8.4 Right of Way Mapping |
| 8.5 | 8.5 GIS Mapping |
| 9.1 | 9.1 Soil Exploration |
| 9.2 | 9.2 Geotechnical Classification Lab Testing |
| 9.3 | 9.3 Highway Materials Testing |
| 9.4.1 | 9.4.1 Standard Foundation Studies |
| 10.1 | 10.1 Roadway Construction Engineering Inspection |
| 10.3 | 10.3 Construction Materials Inspection |
| 11.0 | 11.0 Engineering Contract Administration and |
| 13.3 | 13.3 Policy Planning |
| 13.4 | 13.4 Systems Planning |
| 13.5 | 13.5 Subarea/Corridor Planning |
| 13.6 | 13.6 Land Planning/Engineering |
| 15.0 | 15.0 Landscape Architect |
| 27.1 | 27.1 Aquifer Hydraulic Studies |
| 27.2 | 27.2 Consumptive Permitting |
| 27.3 | 27.3 Water/Wastewater Permitting |
| 27.4 | 27.4 Well Performance Testing |
| 27.8 | 27.8 Water Modeling/Sewer Modeling |
| 27.9.1 | 27.9.1 Wastewater Plant Design |
| 27.9.2 | 27.9.2 Wastewater Plant Design Reclaimed |
| 27.9.3 | 27.9.3 Water Plant Design |
| 28.1 | 28.1 Pump Station & Force Main Design |
| 28.2 | 28.2 Stormwater Drainage Analysis |
| 29.1 | 29.1 Environmental Engineering Services |
| 30.1 | 30.1 Transit Planning & Design |
| 30.2 | 30.2 Transit Studies |

**Kimley-Horn & Associates, Inc.'s submitted proposal
is available for inspection and copying at:
City of Ocala, Procurement and Contracting
110 SE Watula Avenue
Ocala, Florida, 34471**

| | |
|--------------------------------|---|
| TITLE | Continuing Professional Services Agreement (ENG/210895) |
| FILE NAME | ENG 210895 Contin...nt_KHA Signed.pdf |
| DOCUMENT ID | b327b19919969968350835a4a358524a360e2e8b |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ● Signed |

Document History



09 / 21 / 2022
12:14:37 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ire Bethea, Sr. (ibethea@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from plewis@ocalafl.org
IP: 216.255.240.104



09 / 24 / 2022
08:12:23 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 216.255.247.55



09 / 24 / 2022
08:12:42 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 216.255.247.55



09 / 25 / 2022
22:33:30 UTC-4

Viewed by Ire Bethea, Sr. (ibethea@ocalafl.org)
IP: 24.250.250.64



09 / 25 / 2022
22:34:59 UTC-4

Signed by Ire Bethea, Sr. (ibethea@ocalafl.org)
IP: 24.250.250.64

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|--------------------------------|---|
| TITLE | Continuing Professional Services Agreement (ENG/210895) |
| FILE NAME | ENG 210895 Contin...nt_KHA Signed.pdf |
| DOCUMENT ID | b327b19919969968350835a4a358524a360e2e8b |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ● Signed |

Document History



09 / 26 / 2022
08:21:55 UTC-4

Viewed by Angel B. Jacobs (ajacobs@ocalaf.org)
IP: 216.255.240.104



09 / 26 / 2022
08:22:05 UTC-4

Signed by Angel B. Jacobs (ajacobs@ocalaf.org)
IP: 216.255.240.104



09 / 26 / 2022
08:22:05 UTC-4

The document has been completed.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-0897

Agenda Item #: 10c.

Submitted By: Hector Colon

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):

Approve Task Work Order No. 44 with Kimley-Horn and Associates, Inc., for the provision of engineering services related to Water Reclamation Facility Biosolids System Evaluation in the amount of \$80,586

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence, Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

In March 2020, Kimley-Horn and Associates, Inc. (Kimley-Horn) developed the City of Ocala (City) Water Reclamation Facility No. 3 Biosolids System Evaluation Report. The primary objectives of the report were to evaluate the existing biosolids equipment and processes, along with operational and hauling costs to develop a performance and cost baseline for comparison to the proposed alternatives. Multiple alternatives and scenarios were analyzed with the anticipation of growth and system expansion. As a result, these alternatives and scenarios demonstrated based on the combined economic and non-economic evaluation results, the preferred alternative for the City is to continue to operate using the current biosolids processing system, dewatering, and hauling to the land fill.

FINDINGS AND CONCLUSIONS:

Five years after the development of the original Water Reclamation Facility No. 3 Biosolids System Evaluation Report, the Water Resources Engineering Division determined that an update to the plan is needed due to the continued growth around the city and the increases associated with hauling the biosolids to the land fill.

Kimley-Horn & Associates, Inc., issued a proposal for a Task Work Order for this project under its Agreement for Continuing Professional Engineering Services (Contract No. ENG/210895) approved by City Council on September 20, 2022. The purpose of this Task Work Order is to develop a comprehensive Biosolids System Evaluation study update to evaluate the various biosolids drying system replacement options to compare with the current method of hauling. The scope includes the identification of drying alternatives with life cycle cost evaluations to compare each selected alternative. The goal is to evaluate the biosolids disposal methods to

confirm if the current hauling method is the most cost effective.

A budget resolution to appropriate the additional funds is provided in the general business portion of this agenda.

FISCAL IMPACT:

Funding for this task work order is available in account string 455-020-302-536-53-31010 in the amount of \$80,586.

PROCUREMENT REVIEW:

These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

The Master Service Agreement governing this Task Work Order was reviewed and approved for form and legality by former City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



CONTRACT# 210895

CITY OF OCALA CONTINUING PROFESSIONAL SERVICES CONTRACT WORK ORDER

WORK ORDER NUMBER # 44

EFFECTIVE DATE: 3/25/25

Contracting Officer
Approval/Initials

Project Title: Biosolids System Evaluation

To: *Kimley Horn and Associates*
1700 SE 17th St Suite 200
Ocala, FL 34471

Attn: *Alan Garri, PE*

FUNDING SOURCE: _____
Professional Services

EXPENDITURE
ACCOUNT NUMBER: _____
455-020-302-536-53-31010

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **\$80,585.43**.

Requested By: _____ *Alan Garri* _____ Date: 5/22/25
Department Director

Approved By: _____ Date: _____
City Council President

INDIVIDUAL PROJECT ORDER NUMBER 2025-02

Describing a specific Agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Ocala (the City) in accordance with the terms of the Master Agreement Contract Eng/210895 for Continuing Professional Services dated September 25, 2022, which is incorporated herein by reference.

Identification of Project:

Project: Biosolids System Evaluation

Client: City of Ocala

Project Manager: Alan Garri, PE

General Category of Services:

1. The scope of work presented below was prepared following a discussion with the City of Ocala staff regarding biosolids system evaluations and conceptual design. Due to the recent cost increases associated with hauling the biosolids, the City requested Kimley-Horn to conduct an evaluation of various biosolids drying system replacement options to compare with the current method of hauling dewatered biosolids. The requested scope of work includes identifying drying alternatives with life cycle cost evaluations to compare each selected alternative. The City's goal is to evaluate biosolids disposal methods to confirm if the current method is the most cost effective.
2. The biosolids system evaluation project will generally consist of the following work:
 - a. Data gathering
 - b. Process calculations
 - c. Review biosolids drying system alternatives
 - d. Meetings with City staff to discuss alternatives
 - e. Cost opinions of preferred alternatives
 - f. Prepare an evaluation/recommendation report
3. The specific scope of services to be provided is described below.

SCOPE OF SERVICES

Task 1 – Data Gathering

- A. Kimley-Horn will meet with City staff at the WWTF site to kick-off the project, identify process equipment, and operating/process parameters.
- B. Kimley-Horn will review historical waste activated sludge (WAS) and feed sludge (FS) parameters with City staff to identify WAS and FS total suspended solids (TSS) and volatile suspended solids (VSS) characteristics and variability over time. Additionally, Kimley-Horn will review digester/sludge holding operational strategy and history with City staff.
- C. Kimley-Horn will perform a condition assessment and operational history review of the existing dewatering. The review is intended to provide a baseline for comparison to the alternatives.

- D. Kimley-Horn will review historical biosolids processing operation/maintenance costs with City staff. The financial review will include person-hour requirements, maintenance costs, hauling/disposal costs, and other related costs as identified by City staff. The financial and operational information will be used to determine an approximate cost per unit weight of finished product.

Task 2 –Drying System Evaluations

- A. Kimley-Horn will conduct a literature review of drying system options. The review will include compiling a list of available drying technologies, list of manufacturers, performance expectations, approximate capital cost, and approximate operation/maintenance cost for each technology.
- B. Kimley-Horn will review available drying options with City staff to identify specific technologies for further evaluation. Kimley-Horn will work with City staff to identify up to 3 specific drying options for further evaluation. to compare to the cost of hauling the dewatered biosolids.
- C. Kimley-Horn will work with City staff to refine the drying system technology and vendor list a final list of up to 3 drying systems. Kimley-Horn will request each vendor to provide preliminary design information, budgetary capital cost, operation/maintenance cost information, anticipated energy use, and system performance estimates. Kimley-Horn will prepare a present value life cycle cost evaluation for each alternative.

Task 3 – Evaluation Report

- A. Kimley-Horn will prepare a draft report that consists of a description of each alternative, list of pro and cons, and life cycle cost estimate. The report will include an alternative ranking matrix that will consist of considerations and weighting criteria developed through interaction with City staff.
- B. Kimley-Horn will review the draft report with City staff and make revisions based on the City's comments. Kimley-Horn will provide the City with up to five hard copies and one electronic copy of the final report.

ADDITIONAL SERVICES

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

SCHEDULE

Kimley-Horn will begin services upon receipt of an executed agreement or written authorization from City staff. Kimley-Horn will provide the literature review within 45 calendar days of written authorization to proceed. Kimley-Horn will provide the draft evaluation report within 60 calendar days of the completing the drying system evaluations.

FEE AND EXPENSE

Kimley-Horn will perform the Scope of Services outlined above for a lump sum fee of \$80,585.43. All permitting, application, and similar project fees will be paid directly by the City. A breakdown of the fee per task is provided in the Attached Table A.

Attachments: Table A

ACCEPTED:

THE CITY OF OCALA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Amber L. Gartner, PE

TITLE: _____

TITLE: Vice President _____

DATE: _____

DATE: February 20, 2025 _____

INDIVIDUAL PROJECT ORDER NUMBER 2025-02

Describing a specific Agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Ocala (the City) in accordance with the terms of the Master Agreement Contract Eng/210895 for Continuing Professional Services dated September 25, 2022, which is incorporated herein by reference.

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 - d. Meetings with City staff to discuss alternatives
 - e. Cost opinions of preferred alternatives
 - f. Prepare an evaluation/recommendation report
3. The specific scope of services to be provided is described below.

SCOPE OF SERVICES

Task 1 – Data Gathering

- A. Kimley-Horn will meet with City staff at the WWTF site to kick-off the project, identify process equipment, and operating/process parameters.
- B. Kimley-Horn will review historical waste activated sludge (WAS) and feed sludge (FS) parameters with City staff to identify WAS and FS total suspended solids (TSS) and volatile suspended solids (VSS) characteristics and variability over time. Additionally, Kimley-Horn will review digester/sludge holding operational strategy and history with City staff.
- C. Kimley-Horn will perform a condition assessment and operational history review of the existing dewatering. The review is intended to provide a baseline for comparison to the alternatives.

- D. Kimley-Horn will review historical biosolids processing operation/maintenance costs with City staff. The financial review will include person-hour requirements, maintenance costs, hauling/disposal costs, and other related costs as identified by City staff. The financial and operational information will be used to determine an approximate cost per unit weight of finished product.

Task 2 –Drying System Evaluations

- A. Kimley-Horn will conduct a literature review of drying system options. The review will include compiling a list of available drying technologies, list of manufacturers, performance expectations, approximate capital cost, and approximate operation/maintenance cost for each technology.
- B. Kimley-Horn will review available drying options with City staff to identify specific technologies for further evaluation. Kimley-Horn will work with City staff to identify up to 3 specific drying options for further evaluation. to compare to the cost of hauling the dewatered biosolids.
- C. Kimley-Horn will work with City staff to refine the drying system technology and vendor list a final list of up to 3 drying systems. Kimley-Horn will request each vendor to provide preliminary design information, budgetary capital cost, operation/maintenance cost information, anticipated energy use, and system performance estimates. Kimley-Horn will prepare a present value life cycle cost evaluation for each alternative.

Task 3 – Evaluation Report

- A. Kimley-Horn will prepare a draft report that consists of a description of each alternative, list of pro and cons, and life cycle cost estimate. The report will include an alternative ranking matrix that will consist of considerations and weighting criteria developed through interaction with City staff.
- B. Kimley-Horn will review the draft report with City staff and make revisions based on the City's comments. Kimley-Horn will provide the City with up to five hard copies and one electronic copy of the final report.

ADDITIONAL SERVICES

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

SCHEDULE

Kimley-Horn will begin services upon receipt of an executed agreement or written authorization from City staff. Kimley-Horn will provide the literature review within 45 calendar days of written authorization to proceed. Kimley-Horn will provide the draft evaluation report within 60 calendar days of the completing the drying system evaluations.

FEE AND EXPENSE

Kimley-Horn will perform the Scope of Services outlined above for a lump sum fee of \$80,585.43. All permitting, application, and similar project fees will be paid directly by the City. A breakdown of the fee per task is provided in the Attached Table A.

Attachments: Table A

ACCEPTED:

THE CITY OF OCALA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Amber L. Gartner, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: February 20, 2025

G:\New Business\Public Sector\City of Ocala\2025\Biosolids Study\Project Management\2025-02_Biosolids Dewatering_Drying System Eval REV 1.docx

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT: Biosolids Study
 CLIENT: CITY OF OCALA
 KHA PM: Alan Garri, P.E.
 BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/210895

SHEET: 1 of 1
 DATE: 2/20/2025

| | | DIRECT LABOR (MAN-HOURS) | | | | | | | | | | | |
|---------------------|--------------------------------------|--------------------------|---------------------|-----------------------|----------------------|-----------------------|-----------------------|-----------------------|-------------------|------------------------|----------------|---------------------|----------------|
| | | Project Manager 2 | Chief Engineer 1 | Senior Engineer 1B | Senior Engineer 2 | Project Engineer 2 | Project Engineer 1 | Engineering Intern | Chief Designer | Secretary/ Clerical | LABOR HOURS | SUB (\$) | LABOR TOTAL |
| NO. | DESCRIPTION | \$224.86 | \$305.66 | \$262.47 | \$260.05 | \$225.65 | \$175.50 | \$137.42 | \$170.09 | \$103.26 | | | |
| Task 1 | Data Gathering | 10 | 8 | | | 45 | | 60 | | 20 | 143.0 | | \$ 25,158.53 |
| Task 2 | Dewatering/Drying System Evaluations | 10 | 20 | 20 | | 30 | | 60 | | 10 | 150.0 | | \$ 29,658.50 |
| Task 3 | Evaluation Report | 10 | 10 | 20 | | 40 | | 30 | | 20 | 130.0 | | \$ 25,768.40 |
| | | | | | | | | | | | 0.0 | | \$ - |
| | | | | | | | | | | | 0.0 | | \$ - |
| | | | | | | | | | | | 0.0 | | \$ - |
| | | | | | | | | | | | 0.0 | | \$ - |
| SUB TOTAL: | | | | | | | | | | | \$ - | \$ 80,585.43 | |
| GRAND TOTAL: | | | | | | | | | | | \$ | 80,585.43 | |

AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES - CITYWIDE

THIS AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES - CITYWIDE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **KIMLEY-HORN & ASSOCIATES, INC.**, a foreign for-profit corporation duly organized in the state of North Carolina and authorized to do business in the state of Florida (EIN# 45-0885615) ("Kimley-Horn") or ("Consultant").

RECITALS:

WHEREAS, the City has a need for professional engineering services to be performed citywide on a continuing and as needed basis; and

WHEREAS, on May 19, 2020, City issued a Request for Proposals ("RFP") for the procurement of various professional engineering services from qualified firms on a continuing and as needed basis, RFP No.: ENG/190603 (the "Solicitation"); and

WHEREAS, Kimley-Horn & Associates, Inc. submitted a proposal and was selected as a finalist and awardee for the provision of professional engineering services for the workgroups set forth in **Exhibit B – Awarded Work Groups**; and

WHEREAS, the City desires to contract with Kimley-Horn for the provision of professional engineering services upon the terms and conditions set forth herein and Kimley-Horn desires to perform such services upon said terms and conditions and based upon its qualifications package attached hereto as **Exhibit C – Consultant Proposal**; and

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

TERMS OF AGREEMENT:

1. **RECITALS.** City and Consultant 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 documents comprising the entire understanding between City and Consultant shall include only: (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 proposal submitted by Consultant in response thereto (the "Solicitation Documents"); (d) those documents identified in the Project Specifications section of this Agreement, if any; and (e) the task work orders issued for individual projects pursuant to this Agreement (collectively the "Contract Documents"). The Contract Documents are incorporated herein by reference for all purposes. Any conflict between the terms of this Agreement and the Contract Documents shall be construed in favor of this Agreement and 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: Consultant Loaded Rate Sheet (A-1)
 - Exhibit B: Awarded Work Groups (B-1)
 - Exhibit C: Consultant Proposal (C-1)
3. **SCOPE OF SERVICES.** Consultant agrees to perform professional engineering services for City on an as needed basis based on task work orders mutually negotiated by and between the City and Consultant for various individual City projects. Consultant shall provide all labor, materials, permits, equipment, transportation and supervision necessary for the provision of professional engineering services to the City under this Agreement unless otherwise agreed to in writing by City.

- A. The scope of work to be performed by Consultant pursuant to task work orders issued under this Agreement may consist of, but will not necessarily be limited to, providing general and customary engineering services for City projects for studies, design, plans production, construction management, development plan review, and other miscellaneous engineering projects.
 - B. Task work orders shall, by mutual agreement of the parties, set forth the: (1) scope of services for the individual project; (2) time for performance; (3) method and amount of compensation; (4) items to be provided to the City (the "Deliverables"); (5) material information regarding the services; (6) data that must be provided by the City to Consultant; and (6) name and contact information for the City's Project Manager for the individual project.
 - C. City does not guarantee, warrant, or represent that any certain number of projects or any particular type of project will be assigned to Consultant under the terms of this Agreement.
 - D. The purpose of this Agreement is not to authorize a specific project, but rather to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any subsequently issued task work order mutually agreed to by City and Consultant.
 - E. City shall have no obligation to reimburse Consultant for services rendered outside of the scope of any task work order unless and until City has given written approval of the work and the reimbursement.
 - F. City shall have the sole discretion to select the projects, if any, that may be given to the Consultant.
 - G. City reserves the right to approve or disapprove the use of any subconsultant for its projects.
 - H. Consultant shall perform all Services in accordance with the terms and conditions of this Contract and with any and all applicable regulations and requirements of all interested governmental agencies.
 - I. Consultant shall utilize sufficient qualified personnel acceptable to the City to perform any and all services under this Agreement and any task work order issued hereunder. Consultant shall promptly remove any person from performing services as the City may request in writing and promptly replace such person with a person who shall be approved in writing by the City. Consultant agrees to include a similar provision in its agreements with any and all subconsultants.
 - J. **Standard of Care.** Consultant shall perform all Services in a timely, efficient, and cost-effective manner and in a manner that comports with the standards of professional engineering services ordinarily exercised by reputable members of Consultant's profession. Consultant shall re-perform any services which fail to satisfy the foregoing standard of care at no additional cost to City. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
4. **CONTRACT TERM.** The term of this Agreement shall commence and continue in full force for a period of **FIVE (5) YEARS** beginning on **OCTOBER 1, 2020** and ending on **SEPTEMBER 30, 2025** (the "Initial Term"). This Agreement may be renewed for no more than **TWO (2)** consecutive **ONE (1) YEAR** terms upon the mutual written consent of both parties, unless terminated earlier by either party pursuant to the terms of this Agreement.
5. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in **Exhibit A – Consultant Loaded Rate Sheet** and the terms of this Agreement. The maximum limiting amount established under this

Agreement shall not be exceeded without the City's express written approval verified by amendment or change order to this Agreement.

- A. It is expressly understood that Consultant is not entitled to the total amount of Compensation referenced above. Rather, Compensation shall be based on satisfactory completion and delivery of all work product and deliverables identified in the scope of work for each individual task work order up to the maximum limiting amount established herein.
- B. For services rendered by Consultant pursuant to individual task work orders issued under this Agreement, City shall pay Consultant in accordance with the amounts set forth in **Exhibit A – Consultant Loaded Rate Sheet**.
- C. Compensation due may be calculated as (1) a lump sum amount; or (2) a guaranteed maximum price based on per diem or hourly rates set forth in **Exhibit A – Consultant Loaded Rate Sheet**, which shall not be exceeded unless agreed to in a writing executed by both parties.
- D. Consultant shall submit invoices on a monthly basis to the City Project Manager identified on the related task work order for those services satisfactorily performed and materials satisfactorily delivered. By submitting its invoice, Consultant certifies to City that: (1) Consultant has billed City for all services rendered by it and any of its consultants or subconsultants through the date of the invoice; (2) any reimbursable expenses present on the face of the invoice, if allowed, have been reasonably incurred by Consultant; and (3) the amount requested by Consultant is currently due and owing.
- E. Consultant invoices shall be sufficiently detailed and adequately describe the work accomplished in accordance with the related task work order. All invoices, reports, and other documentation submitted by Consultant shall include the City Contract Number, invoice date, and an assigned invoice number. City reserves the right to request additional documentation to support the charges reflected. All completed tasks must be approved and agreed upon by the City Project Manager before payment will be authorized.
- F. **Prompt Payment.** Monthly actual payment reporting requirements for prime consultants and subconsultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished. Florida law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within **TWENTY-FIVE (25) DAYS** of receipt. Invoices for consultant contracts are payable per the terms of this Agreement, but shall not exceed federal regulations as set forth in 49 CFR Part 26, specifically section 26.29, requiring payment of all subcontractors for satisfactory performance within **THIRTY (30) DAYS** of payment to the Prime.
- G. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is invoiced and/or provided for under the terms of this Agreement or any related task work order, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30) DAYS** of Consultant'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. Consultant shall not be exempted from paying sales tax to its suppliers for services or material required to fulfill Consultant's contractual obligations with

the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein

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 (each a "Force Majeure" event). 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 a force majeure event 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 to the terms of this Agreement and/or any related task work order that may be necessary or appropriate in order to arrive at an equitable solution.
 - C. Consultant performance shall be extended for a number of days equal to the duration of the force majeure event. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **TERMINATION.** This Agreement may be terminated by either party for cause upon City or Consultant providing written notice to the defaulting party not less than **THIRTY (30) DAYS** prior to the date of termination in the manner specified for the giving of Notices herein. Any such termination shall not affect the rights or obligations accruing to either party under any previously issued and approved Task Work Order.
 - A. **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.
 - B. **City's Remedies Upon Consultant Default.** In the event of Consultant default under this Agreement City shall have the right, at City's option, to pursue any and all remedies available at law or equity, including, without limitation, the right to:
 - (1) terminate this Agreement without further notice;
 - (2) hire another consultant to complete the required work in accordance with the needs of City;
 - (3) recover from Consultant all damages, costs, and attorneys' fees arising from Consultant's default prior to termination; and
 - (4) recover from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant; or (ii) any other remedy as provided by law.
 - C. **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. Upon receipt of the City's Notice of Termination, Consultant shall immediately discontinue all work as directed in the Notice, provide notice to all subconsultants 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. Consultant 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 Consultant as permitted under this Agreement and approved by City.
- D. **Delivery of Materials Upon Termination.** In the event of termination of this Agreement (or any task work order issued hereunder), for any reason prior to Consultant's satisfactory completion of all services, Consultant agrees to promptly provide to City, at no additional cost or expense, one (1) copy of any and all of the following items which may have been produced or created prior to and including the date of termination to City: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and any other information, instrument, or materials (whether or not completed) that were generated or prepared by Consultant in rendering the Services described herein and not previously furnished to City by Consultant pursuant to this Agreement or associated task work order.
8. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Consultant's performance. Any such evaluation will become public record.
9. **CONTRACT FULFILLMENT.** Consultants who enter into any agreement with the City of Ocala and fail to complete the contract term, for any reason, may be subject to future bidding suspension for **ONE (1) YEAR**, and up to a possible **THREE (3) YEAR** bid debarment for serious contract failures.
10. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Consultant's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Consultant does not own vehicles, Consultant shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Consultant's Commercial General Liability policy or separate Commercial Automobile Liability policy.
11. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury;
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations;
 - C. Policy must include coverage for contractual liability and independent contractors;
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Consultant. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Consultant shall waive and shall ensure that Consultant's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Consultant's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**
13. **PROFESSIONAL LIABILITY AND/OR ERRORS AND OMISSIONS INSURANCE COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing - until the third anniversary of the expiration of this Agreement or the third anniversary of acceptance of work by City - professional liability or errors and omissions insurance coverage for wrongful acts in an amount not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, exclusive of defense costs. It is recognized that this type of insurance is only available on a claims-made basis and additional insured endorsements are not available.
14. **MISCELLANEOUS INSURANCE PROVISIONS.**
- A. Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting Consultant's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Consultant's interests or liabilities or to protect Consultant from claims that may arise out of or result from the negligent acts, errors, or omissions of Consultant, any of its agents or subconsultants, or for anyone whose negligent act(s) Consultant may be liable.
 - B. No insurance shall be provided by the City for Consultant under this Agreement and Consultant shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - C. Certificates of Insurance. No work shall be commenced by Consultant under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Consultant allow any subconsultant to commence work until all similarly required certificates and endorsements of the subconsultant have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Consultant shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Consultant's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of

- Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
 - E. Notice of Cancellation of Insurance. Consultant's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Consultant's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.
 - F. 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 an A, showing the "City of Ocala, 110 SE Watula Avenue, Ocala, FL 34471" as an additional insured and certificate holder for General Liability and Commercial Automobile Liability insurance. Original and 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.
 - G. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Consultant. Consultant's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - H. Severability of Interests. Consultant 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.
16. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Consultant or as prohibiting the City from acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
 17. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.

- E. A contractor who fails to provide public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK, 110 SE WATULA AVENUE, OCALA FLORIDA 34471; TELEPHONE: 352-629-8266; E-MAIL: clerk@ocalafl.org.

- 17. **AUDIT.** Consultant agrees to maintain such financial and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. Consultant 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.
- 18. **PUBLICITY.** Consultant 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.
- 19. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
- 20. **DRUG FREE WORKPLACE CERTIFICATION.** If not already completed during the solicitation process, in compliance with section 287.087, Florida Statutes, Consultant shall, prior to the commencement of work under this Agreement, execute the City's Drug Free Workplace Certification and it shall thereafter be deemed to be included as part of this Agreement.
- 21. **NON-DISCRIMINATORY PRACTICES.** Consultant, for itself, its delegates, successors-in-interest, and assigns, and as part of the consideration hereof, does hereby covenant and agree that in the furnishing of Services to the City under this Agreement, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the basis 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. Consultant further covenants and agrees that it shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines and as such rules, regulations, or guidelines may from time to time be amended.

22. **E-VERIFY.** Pursuant to section 448.095, Consultant 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. Consultant 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, Consultant 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. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant 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. Consultant 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.
23. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges Consultant 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 Consultant performs hereunder.
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.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from 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 negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by section 725.08, Florida Statutes, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in section 725.08(4), Florida Statute, including without limitation, harm or personal injury to third persons during the term 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 required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and

followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Consultant: Kimley-Horn & Associates, Inc.
Richard V. Busche, P.E.
101 E Silver Springs Blvd, Suite 400
Ocala, Florida 34470
Phone: 352-438-3000
Fax: 561-863-8175
Email: richard.busche@kimley-horn.com

If to City of Ocala: Daphne M. Robinson, Esq. - Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
Fax: 352-690-2025
Email: notices@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esq.
Gooding & Batsel, PLLC
1531 S.E. 36th Ave.
Ocala, Florida 34471
Phone: 352-579-6536
Email: 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 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.

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 who shall be bound by the provisions hereof.
34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
35. **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.
36. **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.
37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **ELECTRONIC SIGNATURE(S).** Consultant, 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.
39. **ENTIRE AGREEMENT.** This Agreement, including those documents referenced in the Contract Documents section of this Agreement, constitute 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.

40. **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 09 / 25 / 2022.

ATTEST

CITY OF OCALA

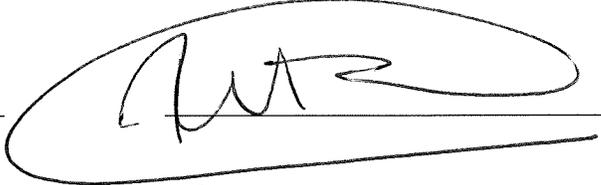
Angel B. Jacobs
Angel B. Jacobs
City Clerk

Ire Bethea Sr.
Ire Bethea, Sr.
City Council President

Approved as to form and legality

KIMLEY-HORN & ASSOCIATES, INC.

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney



Richard V. Buscine
(Name of Authorized Signatory)

SR VICE PRESIDENT
(Title of Authorized Signatory)

| Consultant Loaded Rates- Kimley-Horn Associates, Inc. | | |
|---|-------------|---------------------|
|  | | |
| Job Classification | Unit | Loaded Rates |
| Chief Designer | HOUR | \$170.09 |
| Chief Engineer 1 | HOUR | \$305.66 |
| Chief Engineer 2 | HOUR | \$290.23 |
| Chief Planner | HOUR | \$278.69 |
| Chief Scientist | HOUR | \$212.09 |
| Engineer 1 | HOUR | \$175.50 |
| Engineer 2 | HOUR | \$225.65 |
| Engineering Intern | HOUR | \$137.42 |
| Environmental Specialist | HOUR | \$143.52 |
| Landscape Architect | HOUR | \$156.29 |
| Landscape Architect Intern | HOUR | \$103.65 |
| Landscape Designer/Planner | HOUR | \$122.16 |
| Project Landscape Architect | HOUR | \$212.09 |
| Project Manager 2 | HOUR | \$224.86 |
| Project Planner | HOUR | \$161.07 |
| Secretary/Clerical | HOUR | \$103.26 |
| Senior Engineer 1A | HOUR | \$229.37 |
| Senior Engineer 1B | HOUR | \$262.47 |
| Senior Engineer 2 | HOUR | \$260.05 |
| Senior Landscaping Architect | HOUR | \$246.65 |
| Senior Planner | HOUR | \$204.12 |
| Senior Scientist | HOUR | \$192.95 |

| Kimley-Horn Associates, Inc. Awarded Work Groups | |
|---|---|
| 2.0 | 2.0 Project Development Environmental Studies |
| 3.1 | 3.1 Minor Highway Design |
| 3.2 | 3.2 Major Highway Design |
| 3.3 | 3.3 Controlled Access Highway Design |
| 4.1 | 4.1.1 Miscellaneous Structures |
| 4.1 | 4.1.2 Minor Bridge Design-Concrete |
| 4.2 | 4.2.1 Major Bridge Design-Concrete |
| 4.2 | 4.2.2 Major Bridge Design-Steel |
| 5.1 | 5.1 Conventional Bridge Inspection |
| 5.3 | 5.3 Complex Bridge Inspection |
| 5.4 | 5.4 Bridge Load Inspection |
| 6.1 | 6.1 Traffic Engineering Studies |
| 6.2 | 6.2 Traffic Signal Timing |
| 6.3 | 6.3.1 Intelligent Trans Sys Analysis and Design |
| 6.3 | 6.3.2 Intelligent Transportation System Implementation |
| 6.3 | 6.3.3 Intelligent Trans Traffic Engineering Sys Communication |
| 6.3 | 6.3.4 Intelligent Tran Sys Software Development |
| 7.1 | 7.1 Signing, Pavement Marking and Channelization |
| 7.2 | 7.2 Lighting |
| 7.3 | 7.3 Signalization |
| 8.1 | 8.1 Control Surveying |
| 8.2 | 8.2 Design, Right of Way Construction Surveying |
| 8.4 | 8.4 Right of Way Mapping |
| 8.5 | 8.5 GIS Mapping |
| 9.1 | 9.1 Soil Exploration |
| 9.2 | 9.2 Geotechnical Classification Lab Testing |
| 9.3 | 9.3 Highway Materials Testing |
| 9.4.1 | 9.4.1 Standard Foundation Studies |
| 10.1 | 10.1 Roadway Construction Engineering Inspection |
| 10.3 | 10.3 Construction Materials Inspection |
| 11.0 | 11.0 Engineering Contract Administration and |
| 13.3 | 13.3 Policy Planning |
| 13.4 | 13.4 Systems Planning |
| 13.5 | 13.5 Subarea/Corridor Planning |
| 13.6 | 13.6 Land Planning/Engineering |
| 15.0 | 15.0 Landscape Architect |
| 27.1 | 27.1 Aquifer Hydraulic Studies |
| 27.2 | 27.2 Consumptive Permitting |
| 27.3 | 27.3 Water/Wastewater Permitting |
| 27.4 | 27.4 Well Performance Testing |
| 27.8 | 27.8 Water Modeling/Sewer Modeling |
| 27.9.1 | 27.9.1 Wastewater Plant Design |
| 27.9.2 | 27.9.2 Wastewater Plant Design Reclaimed |
| 27.9.3 | 27.9.3 Water Plant Design |
| 28.1 | 28.1 Pump Station & Force Main Design |
| 28.2 | 28.2 Stormwater Drainage Analysis |
| 29.1 | 29.1 Environmental Engineering Services |
| 30.1 | 30.1 Transit Planning & Design |
| 30.2 | 30.2 Transit Studies |

**Kimley-Horn & Associates, Inc.'s submitted proposal
is available for inspection and copying at:
City of Ocala, Procurement and Contracting
110 SE Watula Avenue
Ocala, Florida, 34471**

| | |
|--------------------------------|---|
| TITLE | Continuing Professional Services Agreement (ENG/210895) |
| FILE NAME | ENG 210895 Contin...nt_KHA Signed.pdf |
| DOCUMENT ID | b327b19919969968350835a4a358524a360e2e8b |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ● Signed |

Document History



09 / 21 / 2022
12:14:37 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ire Bethea, Sr. (ibethea@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from plewis@ocalafl.org
IP: 216.255.240.104



09 / 24 / 2022
08:12:23 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 216.255.247.55



09 / 24 / 2022
08:12:42 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 216.255.247.55



09 / 25 / 2022
22:33:30 UTC-4

Viewed by Ire Bethea, Sr. (ibethea@ocalafl.org)
IP: 24.250.250.64



09 / 25 / 2022
22:34:59 UTC-4

Signed by Ire Bethea, Sr. (ibethea@ocalafl.org)
IP: 24.250.250.64

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|--------------------------------|---|
| TITLE | Continuing Professional Services Agreement (ENG/210895) |
| FILE NAME | ENG 210895 Contin...nt_KHA Signed.pdf |
| DOCUMENT ID | b327b19919969968350835a4a358524a360e2e8b |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ● Signed |

Document History



09 / 26 / 2022
08:21:55 UTC-4

Viewed by Angel B. Jacobs (ajacobs@ocalaf.org)
IP: 216.255.240.104



09 / 26 / 2022
08:22:05 UTC-4

Signed by Angel B. Jacobs (ajacobs@ocalaf.org)
IP: 216.255.240.104



09 / 26 / 2022
08:22:05 UTC-4

The document has been completed.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: BR-2025-163

Agenda Item #: 10d.

Submitted By: Hector Colon

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):

Adopt Budget Resolution 2025-163 amending the Fiscal Year 2024-25 budget to transfer funds from the Water Resources Reserve for Contingency account for professional services in the amount of \$550,000

OCALA'S RELEVANT STRATEGIC GOALS:

Economic Hub, Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The Water Resources Engineering budget for professional services in fiscal year 2024-25 is has already been encumbered. Growth and the need to update and expand utility services within the city require additional consulting engineering and architectural services for various projects this fiscal year. The projects listed below are vital for the daily function and maintenance of the system.

FINDINGS AND CONCLUSIONS:

The Water Resources Engineering division has requested a proposal from Architecture Studio, Inc. for architectural and engineering consulting services to design and permit the new Water Resources Utility Maintenance Complex. A proposal was requested from Kimley-Horn and Associates, Inc. to develop a comprehensive Reclaimed Water Master Plan update. Lastly, a separate proposal was requested from Kimley-Horn and Associates, Inc. to conduct a comprehensive Biosolids System Evaluation study for Water Reclamation Facility #3.

- Architecture Studio, Inc. - Water Resources Utility Maintenance Complex - \$279,000
- Kimley-Horn and Associates, Inc. - Reclaimed Water Master Plan - \$88,209
- Kimley-Horn and Associates, Inc. - Biosolids System Evaluation - \$80,586

Task Work Orders (TWOs) for these proposals are provided in the general business portion of this agenda. The additional funding will cover the TWOs listed above and additional TWOs for the remainder of the fiscal year.

Staff recommends approval.

FISCAL IMPACT:

The Water Resources Reserve for Contingency account 455-099-999-536-81-99800 is an appropriate use for the professional services funding in the amount of \$550,000. The expense account is 455-020-302-536-53-31010.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

NA

ALTERNATIVE:

- Adopt with Changes
- Table
- Deny

BUDGET RESOLUTION 2025-163

A RESOLUTION AMENDING THE FISCAL YEAR 2024-25 BUDGET TO TRANSFER FUNDS FROM THE WATER RESOURCES RESERVE FOR CONTINGENCIES ACCOUNT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$550,000

WHEREAS, due to the overall growth within the city, there is a need to update and expand the utility services; and

WHEREAS, the City issued proposals for consulting engineering and architectural services for various projects; and

WHEREAS, the total amount of the original professional services budget has already been encumbered; and

WHEREAS, there are additional projects that need to be funded this fiscal year; and

WHEREAS, the City has requested a proposal from Architecture Studio, Inc. for architectural and engineering consulting services to design and permit the new Water Resources Complex; and

WHEREAS, the City has requested a proposal from Kimley-Horn and Associates, Inc. to develop a comprehensive Reclaimed Water Master Plan update; and

WHEREAS, the City has requested a proposal from Kimley-Horn and Associates, Inc. to conduct a

comprehensive Biosolids System Evaluation study for Water Reclamation Facility No. 3; and

WHEREAS, an additional \$550,000 is needed for the requested services; and

WHEREAS, the Water Resources Reserve for Contingencies account has a balance of \$3,785,115 and is an appropriate use of the project funding.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2024-25 budget be amended as outlined below to appropriate funding as follows:

SOURCE:

455-099-999-536-81-99800 Reserve for Contingency (\$550,00)

USE:

455-020-302-536-53-31010 Professional Services \$550,000

This resolution adopted this _____ day of _____, 2025.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager



CONTRACT# 210895

CITY OF OCALA CONTINUING PROFESSIONAL SERVICES CONTRACT WORK ORDER

WORK ORDER NUMBER # 43

EFFECTIVE DATE: 3/25/25

Contracting Officer
Approval/Initials

Project Title: Reclaimed Water Master Plan

To: *Kimley Horn and Associates*
1700 SE 17th St Suite 200
Ocala, FL 34471

Attn: *Alan Garri, PE*

FUNDING SOURCE: _____
Professional Services

EXPENDITURE
ACCOUNT NUMBER: _____
455-020-302-536-53-31010

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **\$88,208.14**.

Requested By: *Sean Lewis* Date: *5/22/25*
Department Director

Approved By: _____ Date: _____
City Council President

INDIVIDUAL PROJECT ORDER NUMBER 2025-03

Describing a specific Agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Ocala (the City) in accordance with the terms of the Master Agreement Contract Eng/210895 for Continuing Professional Services dated September 25, 2022, which is incorporated herein by reference.

Identification of Project:

Project: Reclaimed Water Master Plan

Client: City of Ocala

Project Manager: Alan Garri, PE

General Category of Services:

1. The City has determined that a reclaimed water master plan is necessary to efficiently and effectively manage the reclaimed water flows within the City's system and maximize the reclaimed water that is available to be sent to the various sites which accept reclaimed water.
2. The objective of this project is to gather information, develop future needs, perform necessary hydraulic analysis, develop costs, report recommendations, and produce a prioritized list of funding needs. The Reclaimed Master Plan will focus on the following:
 - a. Optimizing system pressures between WRF 2 and 3
 - b. Maximizing the reclaimed water that can be sent to the wetland recharge park
 - c. Identifying capital improvements required to serve the existing, 5-year, 10-year, and 20-year future needs of the utility service area.

SCOPE OF SERVICES

Task 1 – Data Collection, GIS Database Development and Kickoff Meeting

- A. Kimley-Horn will use the City's existing reclaimed water system mapping as the basis for the existing infrastructure information. Lines greater than or equal to 4" will be included in the reclaimed water system analysis.
- B. Kimley-Horn will use the previous utility master plan (2018) as the basis for the reclaimed water system analysis.
- C. Kimley-Horn will summarize the current permitting status and regulatory issues affecting reclaimed water systems, such as network limitations, treatment limitations, permit compliance issues, and regulatory concerns. Kimley-Horn will contact staff with the Florida Department of Environmental Protection (FDEP) to discuss the project and capture input or concerns from the FDEP.
- D. The City will provide a list of pump stations and forcemains with corresponding motor sizes and capacity. The City will also provide Kimley-Horn with copies of the most recent wastewater / reclaimed water permit application package.
- E. Kimley-Horn will prepare for and attend a project kick-off meeting with City staff. Project objectives, schedule, milestones, communication methods, and base information will all be discussed.

Kimley-Horn will prepare meeting minutes after the meeting and circulate the minutes to meeting participants.

Task 2 – Reclaimed Water System Hydraulic Modeling/Capacity Evaluation

- A. Kimley-Horn will prepare an existing reclaimed water system hydraulic model to include recent distribution system modifications and reclaimed water demand information provided by the City. The City will also provide detailed system plans for the City of Ocala reclaimed water system in GIS format. The model will be prepared using the Sewer Gems modeling software.
- B. Kimley-Horn will convert the City's existing InfoSewer model to the Sewer Gems format.
- C. The City will provide the GIS data for the Utility system for inclusion in the model.
- D. Kimley-Horn will calibrate the system model using pressure data at the distribution system pumps as provided by the City.
- E. Kimley-Horn will prepare recommended reclaimed water system hydraulic standards for acceptance by the City. Hydraulic standards will be established for the following parameters:
 - 1) Minimum System Pressure
 - 2) Maximum System Pressure
 - 3) Average System Delivery Pressure
 - 4) Maximum Pipe Velocity
- F. After successful calibration, Kimley-Horn will prepare a series of system models under the scenarios listed below.
 - 1) Balanced flows to the wetland recharge park
 - 2) Balanced pressures between WRF 2 and 3
 - 3) Upgrades to pipe sizes and pumps
- G. Kimley-Horn will review the model results with City staff. Kimley-Horn will conduct a one-day workshop with City staff at the Kimley-Horn Ocala office to conduct additional modeling and scenario analysis. The results of the additional analyses conducted during the workshop will be included in the master plan report.

Task 3 – Master Plan Report Update Volume I

- A. Kimley-Horn will prepare a draft update to the existing City's Utility Master Plan document. This first volume will be comprised of the reclaimed water master plan associated with this IPO. Subsequent volumes will be completed under separate IPO and are not included in this scope.
- B. Kimley-Horn will submit the Master Plan update for staff review and comment. Up to three hard copies of the Master Plan will be provided along with one electronic PDF copy.

- C. Kimley-Horn will revise the draft Utility Master Plan document one time to incorporate staff comments. Kimley-Horn will provide up to three hard copies and one electronic PDF copy of the final Utility Master Plan update.
- D. Kimley-Horn will prepare for and present a summary of the final Utility Master Plan update at a City Council workshop.

ADDITIONAL SERVICES

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

SCHEDULE

Kimley-Horn will begin services upon receipt of an executed IPO. The above services will be provided as expeditiously as practicable to meet a mutually agreed-upon schedule.

FEE AND EXPENSE

Kimley-Horn will perform the Scope of Services described above for a lump sum fee of \$88,208.14. All permitting, application, and similar project fees will be paid directly by the City. A breakdown of the fee per task is provided in the Attached Table A.

Attachments: Table A

ACCEPTED:

THE CITY OF OCALA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Amber L. Gartner, PE

TITLE: _____

TITLE: Vice President _____

DATE: _____

DATE: February 5, 2025 _____

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT RECLAIMED WATER MASTER PLAN
 CLIENT: CITY OF OCALA
 KHA PM: ALAN J. GARRI, P.E.
 BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/210895

SHEET: 1 of 1
 DATE: 2/7/2025

| NO. | DESCRIPTION | DIRECT LABOR (MAN-HOURS) | | | | | | | | | | LABOR TOTAL | | | | | | |
|--------|---|--------------------------|------------------|--------------------|-------------------|--------------------|--------------------|--------------------|----------------|--------------------|---------------------|-------------|----------|-----------|------------------|--|----|-----------|
| | | Project Manager 2 | Chief Engineer 1 | Senior Engineer 1B | Senior Engineer 2 | Project Engineer 2 | Project Engineer 1 | Engineering Intern | Chief Designer | Secretary/Clerical | LABOR HOURS | | SUB (\$) | | | | | |
| | | \$224.86 | \$305.66 | \$262.47 | \$260.05 | \$225.65 | \$175.50 | \$137.42 | \$170.09 | \$103.26 | | | | | | | | |
| 1A - B | Collect data on City's reclaimed system | 2 | 3 | 4 | 6 | 8 | 12 | 12 | | | | | | 4 | 51.0 | | \$ | 9,950.16 |
| 1C | Summarize Permitting Status | 2 | 3 | 2 | 4 | 6 | 10 | 10 | | | | | | 4 | 41.0 | | \$ | 7,827.98 |
| 1D | Kick off meeting. (Prep & attendance) | | | 2 | 2 | 4 | 4 | 4 | | | | | | | 16.0 | | \$ | 3,199.32 |
| 2A - B | Prepare Model for existing conditions | 2 | | 6 | 8 | 18 | 20 | 24 | | | | | | 4 | 82.0 | | \$ | 15,387.76 |
| 2C - D | Calibrate Model and prepare Hydraulic Standards | 2 | 4 | 6 | 8 | 18 | 20 | 16 | | | | | | 4 | 78.0 | | \$ | 15,511.04 |
| 2E - F | Prepare Model scenarios for proposed conditions | 2 | 4 | 6 | 8 | 10 | 12 | 16 | | | | | | 4 | 62.0 | | \$ | 12,301.84 |
| 3A - B | Draft Master Plan Report Vol 1 | 4 | 6 | 6 | 8 | 10 | 12 | 16 | | | | | | 8 | 70.0 | | \$ | 13,775.92 |
| 3C - D | Final Master Plan Report Vol 1 | 4 | 4 | 6 | 8 | 6 | 8 | 8 | | | | | | 6 | 50.0 | | \$ | 10,254.12 |
| | | | | | | | | | | | SUB TOTAL: | \$ | - | \$ | 88,208.14 | | | |
| | | | | | | | | | | | GRAND TOTAL: | \$ | - | \$ | 88,208.14 | | | |

INDIVIDUAL PROJECT ORDER NUMBER 2025-03

Describing a specific Agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Ocala (the City) in accordance with the terms of the Master Agreement Contract Eng/210895 for Continuing Professional Services dated September 25, 2022, which is incorporated herein by reference.

Identification of Project:

Project: Reclaimed Water Master Plan

Client: City of Ocala

Project Manager: Alan Garri, PE

General Category of Services:

1. The City has determined that a reclaimed water master plan is necessary to efficiently and effectively manage the reclaimed water flows within the City's system and maximize the reclaimed water that is available to be sent to the various sites which accept reclaimed water.
2. The objective of this project is to gather information, develop future needs, perform necessary hydraulic analysis, develop costs, report recommendations, and produce a prioritized list of funding needs. The Reclaimed Master Plan will focus on the following:
 - a. Optimizing system pressures between WRF 2 and 3
 - b. Maximizing the reclaimed water that can be sent to the wetland recharge park
 - c. Identifying capital improvements required to serve the existing, 5-year, 10-year, and 20-year future needs of the utility service area.

SCOPE OF SERVICES

Task 1 – Data Collection, GIS Database Development and Kickoff Meeting

- A. Kimley-Horn will use the City's existing reclaimed water system mapping as the basis for the existing infrastructure information. Lines greater than or equal to 4" will be included in the reclaimed water system analysis.
- B. Kimley-Horn will use the previous utility master plan (2018) as the basis for the reclaimed water system analysis.
- C. Kimley-Horn will summarize the current permitting status and regulatory issues affecting reclaimed water systems, such as network limitations, treatment limitations, permit compliance issues, and regulatory concerns. Kimley-Horn will contact staff with the Florida Department of Environmental Protection (FDEP) to discuss the project and capture input or concerns from the FDEP.
- D. The City will provide a list of pump stations and forcemains with corresponding motor sizes and capacity. The City will also provide Kimley-Horn with copies of the most recent wastewater / reclaimed water permit application package.
- E. Kimley-Horn will prepare for and attend a project kick-off meeting with City staff. Project objectives, schedule, milestones, communication methods, and base information will all be discussed.

Kimley-Horn will prepare meeting minutes after the meeting and circulate the minutes to meeting participants.

Task 2 – Reclaimed Water System Hydraulic Modeling/Capacity Evaluation

- A. Kimley-Horn will prepare an existing reclaimed water system hydraulic model to include recent distribution system modifications and reclaimed water demand information provided by the City. The City will also provide detailed system plans for the City of Ocala reclaimed water system in GIS format. The model will be prepared using the Sewer Gems modeling software.
- B. Kimley-Horn will convert the City's existing InfoSewer model to the Sewer Gems format.
- C. The City will provide the GIS data for the Utility system for inclusion in the model.
- D. Kimley-Horn will calibrate the system model using pressure data at the distribution system pumps as provided by the City.
- E. Kimley-Horn will prepare recommended reclaimed water system hydraulic standards for acceptance by the City. Hydraulic standards will be established for the following parameters:
 - 1) Minimum System Pressure
 - 2) Maximum System Pressure
 - 3) Average System Delivery Pressure
 - 4) Maximum Pipe Velocity
- F. After successful calibration, Kimley-Horn will prepare a series of system models under the scenarios listed below.
 - 1) Balanced flows to the wetland recharge park
 - 2) Balanced pressures between WRF 2 and 3
 - 3) Upgrades to pipe sizes and pumps
- G. Kimley-Horn will review the model results with City staff. Kimley-Horn will conduct a one-day workshop with City staff at the Kimley-Horn Ocala office to conduct additional modeling and scenario analysis. The results of the additional analyses conducted during the workshop will be included in the master plan report.

Task 3 – Master Plan Report Update Volume I

- A. Kimley-Horn will prepare a draft update to the existing City's Utility Master Plan document. This first volume will be comprised of the reclaimed water master plan associated with this IPO. Subsequent volumes will be completed under separate IPO and are not included in this scope.
- B. Kimley-Horn will submit the Master Plan update for staff review and comment. Up to three hard copies of the Master Plan will be provided along with one electronic PDF copy.

- C. Kimley-Horn will revise the draft Utility Master Plan document one time to incorporate staff comments. Kimley-Horn will provide up to three hard copies and one electronic PDF copy of the final Utility Master Plan update.
- D. Kimley-Horn will prepare for and present a summary of the final Utility Master Plan update at a City Council workshop.

ADDITIONAL SERVICES

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

SCHEDULE

Kimley-Horn will begin services upon receipt of an executed IPO. The above services will be provided as expeditiously as practicable to meet a mutually agreed-upon schedule.

FEE AND EXPENSE

Kimley-Horn will perform the Scope of Services described above for a lump sum fee of \$88,208.14. All permitting, application, and similar project fees will be paid directly by the City. A breakdown of the fee per task is provided in the Attached Table A.

Attachments: Table A

ACCEPTED:

THE CITY OF OCALA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Amber L. Gartner, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: February 5, 2025

G:\New Business\Public Sector\City of Ocala\2025\Reclaimed Water Master Plan\Project Management\2025-03_Reclaimed Water Master Plan.docx

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT RECLAIMED WATER MASTER PLAN
 CLIENT: CITY OF OCALA
 KHA PM: ALAN J. GARRI, P.E.
 BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/210895

SHEET: 1 of 1
 DATE: 2/7/2025

| | | DIRECT LABOR (MAN-HOURS) | | | | | | | | | | | | |
|---------------------|---|--------------------------|---------------------|-----------------------|----------------------|-----------------------|-----------------------|-----------------------|-------------------|------------------------|----------------|-------------|---------------------|--|
| | | Project Manager 2 | Chief Engineer 1 | Senior Engineer 1B | Senior Engineer 2 | Project Engineer 2 | Project Engineer 1 | Engineering Intern | Chief Designer | Secretary/ Clerical | LABOR HOURS | SUB (\$) | LABOR TOTAL | |
| NO. | DESCRIPTION | \$224.86 | \$305.66 | \$262.47 | \$260.05 | \$225.65 | \$175.50 | \$137.42 | \$170.09 | \$103.26 | | | | |
| 1A - B | Collect data on City's reclaimed system | 2 | 3 | 4 | 6 | 8 | 12 | 12 | | 4 | 51.0 | | \$ 9,950.16 | |
| 1C | Summarize Permitting Status | 2 | 3 | 2 | 4 | 6 | 10 | 10 | | 4 | 41.0 | | \$ 7,827.98 | |
| 1D | Kick off meeting. (Prep & attendance) | | | 2 | 2 | 4 | 4 | 4 | | | 16.0 | | \$ 3,199.32 | |
| 2A - B | Prepare Model for existing conditions | 2 | | 6 | 8 | 18 | 20 | 24 | | 4 | 82.0 | | \$ 15,387.76 | |
| 2C - D | Calibrate Model and prepare Hydraulic Standards | 2 | 4 | 6 | 8 | 18 | 20 | 16 | | 4 | 78.0 | | \$ 15,511.04 | |
| 2E - F | Prepare Model scenarios for proposed conditions | 2 | 4 | 6 | 8 | 10 | 12 | 16 | | 4 | 62.0 | | \$ 12,301.84 | |
| 3A - B | Draft Master Plan Report Vol 1 | 4 | 6 | 6 | 8 | 10 | 12 | 16 | | 8 | 70.0 | | \$ 13,775.92 | |
| 3C -D | Final Master Plan Report Vol 1 | 4 | 4 | 6 | 8 | 6 | 8 | 8 | | 6 | 50.0 | | \$ 10,254.12 | |
| SUB TOTAL: | | | | | | | | | | | \$ | - | \$ 88,208.14 | |
| GRAND TOTAL: | | | | | | | | | | | \$ | | 88,208.14 | |



CONTRACT# 250519

CITY OF OCALA CONTINUING PROFESSIONAL SERVICES CONTRACT WORK ORDER

WORK ORDER NUMBER # 3

EFFECTIVE DATE: 3/17/25

Contracting Officer
Approval/Initials

Project Title: Design of Multiple Buildings (1220 NW 4th Ave)

To: *Architecture Studio*
1823 East Fort King St
Suite 102
Ocala, FL 34471

Attn: *Rolando Sosa*

FUNDING SOURCE: _____
Professional Services

EXPENDITURE
ACCOUNT NUMBER: _____
455-030-030-536-53-31010

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed \$279,000.00.

Requested By: *Sam Lewis* Date: *5/22/25*
Department Director

Approved By: _____ Date: _____
City Council President

2/22/22

James M. Jones

January 29, 2025

Hector Colón

Water Resources Engineer
City of Ocala
1805 N.E. 30th Ave. Bldg. 600
Ocala, Florida 34470

**Re: City of Ocala Water Resources Complex
Multiple buildings (1220 NW 4th Ave)**

Please accept the proposal on behalf of Architecture Studio Inc. and our consulting engineers for this project.

ARCHITECTURAL and ENGINEERING SCOPE OF WORK

The work shall be to provide architectural plans for the design of the following projects:

- **Central lines office Building**
 - This new building will be designed to accommodate approximately 30 people. The building will have concrete block walls with metal roof trusses. The building will have 4 or 5 individual offices and small linear cubicle style desk areas for 30 people. Also included will be ADA bathrooms, break room, showers, lockers, uniform rack/storage/ Janitorial closet, mechanical and electrical closet as well as an IT closet.
 - Structural, Heating, air conditioning, electrical, lighting and plumbing engineering are included.
- **Shed 1: Central Maintenance Truck Shed**
 - This new building will be 210'x 40'x 20' feet tall, (7) bay engineered metal open bay building with a partial enclosure to accommodate the ventilated welding shop. The final requirements of the welding shop are to be determined.
 - Structural, Electrical, lighting and plumbing (hose bibs) engineering are included.
 - Ventilation will be provided for the welding shop.
- **Shed 2: Central Lines Truck Shed**
 - This new building will be 240'x 40'x 20' feet tall, (8) bay engineered metal open bay building with enclosed storage (size to be determined).
 - Structural, Electrical, lighting and plumbing (hose bibs) engineering are included.
 - Ventilation will be provided for the enclosed storage.
- **Shed 3: Storage Shed**
 - This new building will be 90'x 30'x 14', feet tall, (3) bay engineered metal open bay building
 - Structural, Electrical, lighting and plumbing (hose bibs) engineering are included.
- **Renovation of Central Maintenance Annex Building**
 - The existing locker room areas, showers, and kitchen and break room will be renovated to update the facilities and provide ADA access.
 - Existing As-builts to include site measurements and new generated cad plans
 - Electrical, lighting, structural and plumbing engineering are included.
- **Renovation of Central Maintenance Building**
 - Expanded employees welding shop area along with additional bathroom and kitchen area.
 - Existing As-builts to include site measurements and new generated cad plans
 - Electrical, lighting, structural and plumbing engineering are included.

Civil Engineering Scope of Work

- Conceptual plan
- civil engineering (drainage, pavement, grading, utilities)
- landscape and irrigation as per city code minimums (allowance for services)
- Project coordination with client and governmental agents

See attached proposal

Preliminary and Design Development

The drawings shall be provided for the project and shall be because of the Owner's needs with regards to the scope of work, the size, the scale and the budget. The preliminary plans shall form the basis for the beginning stages of this project. We shall adjust as required and suggest other design changes for Owner approval.

Construction Documents

This work shall be a continuation of the preliminary and the design development drawings and will generally describe and depict the design intent via plans and specifications for the construction of the project. These plans and specifications shall be the basis of construction for the general contractor and to secure the City of Ocala building department permit for construction. These documents also include supporting mechanical (air conditioning, electrical, plumbing, structural engineering.

Opinion of probable cost (included for each building)

We will provide basic cost estimation of the probable cost of each building project. This probable cost will be used for budgeting purposes and can vary widely based on unforeseen conditions, bidding environment, availability of materials and general contractors. We always recommend including a 20% contingency in our project to be able to cover these fluctuations. The best way to get an accurate cost of these buildings is to bid them to the general contractors.

Construction administration (included in this quote)

This phase includes addressing building department comments during the review process and reviewing the metal building structural calculations to adjust the preliminary foundation plans. We will also be available to answering Owner and general contractor questions.

COMPREHENSIVE Construction administration \$2,100 per month of Construction (not included, but can be added)

The Architect shall provide the following services during construction.

- a. Attend a pre-construction meeting with the builder to discuss the process, the schedule, and the expected successful completion of this project.
- b. Answer and clarify questions regarding the project from builder and sub-contractors.
- c. Visit the site at regular intervals to review, observe and coordinate with the general contractor for the duration of the project.
- d. Pay request shall be processed for your payment during a visit to verify that the work has been completed, and payment is commensurate with the pay request.
- e. Lien releases will be required to be submitted concurrently with the pay request. The lien releases must match the requirements of the pay request.
- f. Attending project coordination meetings with the Client and the General Contractor as reasonably required to assist in expediting the project and to provide clarification of construction documents.
- g. Provide a punch list of the finished project.
- h. Request final project document for maintenance and equipment and provide to the City of Ocala for your use.

CONSTRUCTION BUDGET

At this time is unknown.

TOTAL PROPOSED FEES \$279,000

(Architecture, Structural, Mechanical and Civil Engineering)

These fees are based on providing the referenced services for all the building at the same time in a sequential manner. This affords our team an opportunity to extend the labor savings of our teams work to the City of Ocala. If we design one project at a time and over several years our fees will be reviewed and adjusted as required.

SCHEDULE

We do not have your schedule for this project; however, we can start work within 14 days of receipt of purchase order.

HOURLY RATES FOR WORK NOT INCLUDED

Our hourly rate is \$250 per hour for Architect, \$150.00 per hour for senior CAD technician, \$95.00 per hour for CAD technician and \$75 per hour for clerical.

REIMBURSABLE INFORMATION

We will provide electronic plan sets as requested at no charge. Printed sets will be at cost plus 10%.

PROJECT ACKNOWLEDGEMENT

While all work will be accomplished to our best professional efforts, the consultant cannot guarantee the actions of government officials or agencies during the project review and approval process.

This Proposal, which includes the Standard Provisions, represents the entire understanding between us with respect to this project and may only be modified in writing and signed by both parties.

If this Proposal meets with your approval, please provide a purchase order so that I can schedule the project.

Sincerely,



Rolando Sosa, Architect



MASTROSERIO ENGINEERING, INC

CONSULTING CIVIL & ENVIRONMENTAL ENGINEERS
SPECIALIZING IN SITE & SUBDIVISION DEVELOPMENT

170 SE 32ND PLACE, Ocala, FL 34471

PH: (352).433-2185

paolo@mastroserioeng.com

January 20, 2025

Rolando Sosa

Architecture Studio, Inc.

1823 East Fort King Street, Suite 102

Ocala FL, 34471

**RE: ESTIMATE OF PROFESSIONAL FEES FOR
"CITY OF OCALA WATER RESOURCES COMPLEX" - 1220 NW 4TH AVE, OCALA, FL.**

Dear Rolando,

This letter confirms the terms of the engagement of Mastroserio Engineering, Inc. ("Consultant") to act as exclusive engineering consultant to **Architecture Studio, Inc.** ("Client"), to assist the Client in obtaining permits to develop the referenced property for a Water Resource Maintenance Facility and such other matters that Consultant and Client may agree upon during this engagement.

PROJECT INFORMATION:

This project is in the City of Ocala (City), Florida.

Consultant will be responsible for the following:

Order Surveying (Allowance for Services)

Conceptual Plan

Civil Engineering Plans (Drainage, Pavement, Grading, Utilities, -- Per City Code)

Landscape and Irrigation Plans (City Code Minimum Plans – Allowance for Services)

Project Coordination with Client & Governmental Agencies

This project will be required to adhere to the City specific land development regulations. The intent is to submit Civil Design Construction Plans to the City, the Water Management District (WMD), The Florida Department of Transportation (FDOT), and the Florida Department of Environmental Protections (FDEP). The property will be served by Public Water and Sewer, and the design will require permitting through the City and FDEP as applicable. The stormwater system will require permitting through the City, FDOT, and the WMD. The Driveway on the FDOT roadway will require permitting through FDOT. This project will also fall under the pollutant discharge parameters required by FDEP. It is important to note that a portion of this property lies within a Flood Zone, this proposal does not include any flood study or analysis.

SCOPE OF WORK:

Consultant will perform the following Tasks for the Client:

(A Boundary, Topo, & Tree Survey is required prior to commencement of Task I and is part of this proposal)

Task I – Conceptual Plan:

Order Survey

Research Project Information & Provided Survey Information.

Prepare Conceptual Plan for Client to Review & Approve (includes 1 revision).

Task II – Civil Engineering Design Plans (Onsite Storm water, Pavement, Grading & Utilities, Landscape Design):

Prepare & Submit Application, Design Plans, and Calculations to City, FDEP, FDOT, & WMD
Attend meetings with City, FDEP, FDOT, WMD, & Client
Resubmit Revised Plans to City, FDEP, FDOT & WMD based on staff comments
Project Coordination

Task III – Project Construction Coordination with Client, Contractor, & Governmental Agencies, etc.:

Construction Project Coordination & Field Visits During Construction.
Schedule site meetings for construction coordination
Review and approve draw requests pertaining to construction progress.
Review as-built survey (by others) and visit site for completeness of construction.
Provide Review Agencies as built Certifications.
Review and approve final draw request pertaining to construction completion.

ITEMS/TASKS NOT INCLUDED IN THIS PROPOSAL:

Consultant will not be responsible for the following:

Environmental Studies
Traffic Study
Geotechnical Studies
Platting
FEMA/County/City Flood Analysis/Study
As-Built Survey
Surveying of the offsite areas for any utility connections and or improvements
Engineering/Design of the offsite areas for any utility connections and or improvements
Structural Engineering & Sign Design & Permitting
Project permit application and submittal fees
Out of pocket expenses (see expenses below)

At the request of the Client, Consultant will assist the Client in obtaining the foregoing, at Client's expense.

EXPENSES:

Consultant will not be responsible for the following:

Out of pocket expenses associated with this project such as reproduction of plans & documents for submittal to all agencies, travel expenses associated with this project, and additional services requested by the Client above and beyond the scope of this letter.

UNFORESEEN FACTORS

Consultant will not be responsible for the following:

Any unforeseen factors that influence a change in engineering design will cause the engineering fees and estimated timeframe to increase. Unforeseen factors include but are not limited to offsite or onsite traffic improvements required by government agencies after plan submittal, unsuitable soil conditions discovered by soil borings, environmental issues such as endangered species, wetlands, City, FDEP, FDOT, or WMD additional requirements, and specific storm water quality or quantity requirements.

Any changes made by the client that influence a change in engineering design will cause the engineering fees and the estimated timeframe to increase. A written letter of approval for the additional engineering services & fees will be required prior to continuation of the project.

FEES:

Consultant's Engineering Fees

The estimated Total Professional Fees for the proposed project will total \$90,000.00.

Retainer Fee

A retainer fee of **\$9,000.00 (10% of \$90,000.00)** is required prior to commencement of work. Payment for Consultant's service is due upon receipt of invoice, otherwise shall be subject to 1.5 % per month interest charge. Permit fees shall be the responsibility of the Client. The Consultant shall be reimbursed for all out-of-pocket expenses associated with this project.

Hourly Rates & Document Fees:

| | |
|-----------------------------------|---------------|
| Professional Engineer (Principal) | \$235.00/hour |
| Professional Engineer | \$185.00/hour |
| Engineer | \$135.00/hour |
| Senior Designer | \$110.00/hour |
| Cad Technician | \$95.00/hour |
| Clerical | \$55.00/hour |
| 24"x36" Plan Sheets | \$3.50/sheet |
| 8.5"x11" Sheets | \$0.50/sheet |
| Mileage Rate | \$0.75/mile |

Neither party may assign this agreement without the express written consent of the other party. 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 prevailing party or parties shall be entitled to recover 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.

Each of the parties hereto expressly waives all right to trial by jury in any action or proceeding arising out of this Agreement. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous agreements should they exist with respect thereto and shall be binding upon and inure to the benefit of the Client and Consultant and their respective successors, assigns, heirs, and personal representatives.

LIMITS OF LIABILITY:

By signing this document, the Client agrees that, to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes shall **not exceed the engineering fees described in this letter**. Such causes include but are not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract, and breach of warranty. This firm currently has professional liability insurance in the amount of \$1,000,000.00.

Provided that this agreement meets Client's approval, work can be scheduled to begin upon receipt of the retainer fee. Consultant would be glad to proceed with the project; however, Client's authorization is required. Please accept this agreement by signing below and returning it to our office. This agreement is valid for 30 days from the date of this letter.

Should you have any questions or need additional information, please do not hesitate to contact me at 352-433-2185.

Sincerely,

Paolo Mastroserio, P.E.

Accepted By:

Mr. Rolando Sosa
Architecture Studio, Inc.
1823 East Fort King Street, Suite 102
Ocala, Florida 34471

By:

Name: Rolando Sosa

Date: _____

January 29, 2025

Hector Colón

Water Resources Engineer
City of Ocala
1805 N.E. 30th Ave. Bldg. 600
Ocala, Florida 34470

**Re: City of Ocala Water Resources Complex
Multiple buildings (1220 NW 4th Ave)**

Please accept the proposal on behalf of Architecture Studio Inc. and our consulting engineers for this project.

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The work shall be to provide architectural plans for the design of the following projects:

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(Architecture, Structural, Mechanical and Civil Engineering)

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If this Proposal meets with your approval, please provide a purchase order so that I can schedule the project.

Sincerely,



Rolando Sosa, Architect



MASTROSERIO

ENGINEERING, INC

CONSULTING CIVIL & ENVIRONMENTAL ENGINEERS

SPECIALIZING IN SITE & SUBDIVISION DEVELOPMENT

170 SE 32ND PLACE, Ocala, FL 34471

PH: (352).433-2185

paolo@mastroserioeng.com

January 20, 2025

Rolando Sosa

Architecture Studio, Inc.

1823 East Fort King Street, Suite 102

Ocala FL, 34471

**RE: ESTIMATE OF PROFESSIONAL FEES FOR
"CITY OF OCALA WATER RESOURCES COMPLEX" - 1220 NW 4TH AVE, OCALA, FL.**

Dear Rolando,

This letter confirms the terms of the engagement of Mastroserio Engineering, Inc. ("Consultant") to act as exclusive engineering consultant to **Architecture Studio, Inc.** ("Client"), to assist the Client in obtaining permits to develop the referenced property for a Water Resource Maintenance Facility and such other matters that Consultant and Client may agree upon during this engagement.

PROJECT INFORMATION:

This project is in the City of Ocala (City), Florida.

Consultant will be responsible for the following:

Order Surveying (Allowance for Services)

Conceptual Plan

Civil Engineering Plans (Drainage, Pavement, Grading, Utilities, -- Per City Code)

Landscape and Irrigation Plans (City Code Minimum Plans – Allowance for Services)

Project Coordination with Client & Governmental Agencies

This project will be required to adhere to the City specific land development regulations. The intent is to submit Civil Design Construction Plans to the City, the Water Management District (WMD), The Florida Department of Transportation (FDOT), and the Florida Department of Environmental Protections (FDEP). The property will be served by Public Water and Sewer, and the design will require permitting through the City and FDEP as applicable. The stormwater system will require permitting through the City, FDOT, and the WMD. The Driveway on the FDOT roadway will require permitting through FDOT. This project will also fall under the pollutant discharge parameters required by FDEP. It is important to note that a portion of this property lies within a Flood Zone, this proposal does not include any flood study or analysis.

SCOPE OF WORK:

Consultant will perform the following Tasks for the Client:

(A Boundary, Topo, & Tree Survey is required prior to commencement of Task I and is part of this proposal)

Task I – Conceptual Plan:

Order Survey

Research Project Information & Provided Survey Information.

Prepare Conceptual Plan for Client to Review & Approve (includes 1 revision).

Task II – Civil Engineering Design Plans (Onsite Storm water, Pavement, Grading & Utilities, Landscape Design):

Prepare & Submit Application, Design Plans, and Calculations to City, FDEP, FDOT, & WMD
Attend meetings with City, FDEP, FDOT, WMD, & Client
Resubmit Revised Plans to City, FDEP, FDOT & WMD based on staff comments
Project Coordination

Task III – Project Construction Coordination with Client, Contractor, & Governmental Agencies, etc.:

Construction Project Coordination & Field Visits During Construction.
Schedule site meetings for construction coordination
Review and approve draw requests pertaining to construction progress.
Review as-built survey (by others) and visit site for completeness of construction.
Provide Review Agencies as built Certifications.
Review and approve final draw request pertaining to construction completion.

ITEMS/TASKS NOT INCLUDED IN THIS PROPOSAL:

Consultant will not be responsible for the following:

Environmental Studies
Traffic Study
Geotechnical Studies
Platting
FEMA/County/City Flood Analysis/Study
As-Built Survey
Surveying of the offsite areas for any utility connections and or improvements
Engineering/Design of the offsite areas for any utility connections and or improvements
Structural Engineering & Sign Design & Permitting
Project permit application and submittal fees
Out of pocket expenses (see expenses below)

At the request of the Client, Consultant will assist the Client in obtaining the foregoing, at Client's expense.

EXPENSES:

Consultant will not be responsible for the following:

Out of pocket expenses associated with this project such as reproduction of plans & documents for submittal to all agencies, travel expenses associated with this project, and additional services requested by the Client above and beyond the scope of this letter.

UNFORESEEN FACTORS

Consultant will not be responsible for the following:

Any unforeseen factors that influence a change in engineering design will cause the engineering fees and estimated timeframe to increase. Unforeseen factors include but are not limited to offsite or onsite traffic improvements required by government agencies after plan submittal, unsuitable soil conditions discovered by soil borings, environmental issues such as endangered species, wetlands, City, FDEP, FDOT, or WMD additional requirements, and specific storm water quality or quantity requirements.

Any changes made by the client that influence a change in engineering design will cause the engineering fees and the estimated timeframe to increase. A written letter of approval for the additional engineering services & fees will be required prior to continuation of the project.

FEES:

Consultant's Engineering Fees

The estimated Total Professional Fees for the proposed project will total \$90,000.00.

Retainer Fee

A retainer fee of **\$9,000.00 (10% of \$90,000.00)** is required prior to commencement of work. Payment for Consultant's service is due upon receipt of invoice, otherwise shall be subject to 1.5 % per month interest charge. Permit fees shall be the responsibility of the Client. The Consultant shall be reimbursed for all out-of-pocket expenses associated with this project.

Hourly Rates & Document Fees:

| | |
|-----------------------------------|---------------|
| Professional Engineer (Principal) | \$235.00/hour |
| Professional Engineer | \$185.00/hour |
| Engineer | \$135.00/hour |
| Senior Designer | \$110.00/hour |
| Cad Technician | \$95.00/hour |
| Clerical | \$55.00/hour |
| 24"x36" Plan Sheets | \$3.50/sheet |
| 8.5"x11" Sheets | \$0.50/sheet |
| Mileage Rate | \$0.75/mile |

Neither party may assign this agreement without the express written consent of the other party. 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 prevailing party or parties shall be entitled to recover 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.

Each of the parties hereto expressly waives all right to trial by jury in any action or proceeding arising out of this Agreement. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous agreements should they exist with respect thereto and shall be binding upon and inure to the benefit of the Client and Consultant and their respective successors, assigns, heirs, and personal representatives.

LIMITS OF LIABILITY:

By signing this document, the Client agrees that, to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes shall **not exceed the engineering fees described in this letter**. Such causes include but are not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract, and breach of warranty. This firm currently has professional liability insurance in the amount of \$1,000,000.00.

Provided that this agreement meets Client's approval, work can be scheduled to begin upon receipt of the retainer fee. Consultant would be glad to proceed with the project; however, Client's authorization is required. Please accept this agreement by signing below and returning it to our office. This agreement is valid for 30 days from the date of this letter.

Should you have any questions or need additional information, please do not hesitate to contact me at 352-433-2185.

Sincerely,

Paolo Mastroserio, P.E.

Accepted By:

Mr. Rolando Sosa
Architecture Studio, Inc.
1823 East Fort King Street, Suite 102
Ocala, Florida 34471

By:

Name: Rolando Sosa

Date: _____



CONTRACT# 210895

CITY OF OCALA CONTINUING PROFESSIONAL SERVICES CONTRACT WORK ORDER

WORK ORDER NUMBER # 44

EFFECTIVE DATE: 3/25/25

Contracting Officer
Approval/Initials

Project Title: Biosolids System Evaluation

To: *Kimley Horn and Associates*
1700 SE 17th St Suite 200
Ocala, FL 34471

Attn: *Alan Garri, PE*

FUNDING SOURCE: _____
Professional Services

EXPENDITURE
ACCOUNT NUMBER: _____
455-020-302-536-53-31010

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **\$80,585.43**.

Requested By: _____ *Alan Garri* _____ Date: 5/22/25
Department Director

Approved By: _____ Date: _____
City Council President

INDIVIDUAL PROJECT ORDER NUMBER 2025-02

Describing a specific Agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Ocala (the City) in accordance with the terms of the Master Agreement Contract Eng/210895 for Continuing Professional Services dated September 25, 2022, which is incorporated herein by reference.

Identification of Project:

Project: Biosolids System Evaluation

Client: City of Ocala

Project Manager: Alan Garri, PE

General Category of Services:

1. The scope of work presented below was prepared following a discussion with the City of Ocala staff regarding biosolids system evaluations and conceptual design. Due to the recent cost increases associated with hauling the biosolids, the City requested Kimley-Horn to conduct an evaluation of various biosolids drying system replacement options to compare with the current method of hauling dewatered biosolids. The requested scope of work includes identifying drying alternatives with life cycle cost evaluations to compare each selected alternative. The City's goal is to evaluate biosolids disposal methods to confirm if the current method is the most cost effective.
2. The biosolids system evaluation project will generally consist of the following work:
 - a. Data gathering
 - b. Process calculations
 - c. Review biosolids drying system alternatives
 - d. Meetings with City staff to discuss alternatives
 - e. Cost opinions of preferred alternatives
 - f. Prepare an evaluation/recommendation report
3. The specific scope of services to be provided is described below.

SCOPE OF SERVICES

Task 1 – Data Gathering

- A. Kimley-Horn will meet with City staff at the WWTF site to kick-off the project, identify process equipment, and operating/process parameters.
- B. Kimley-Horn will review historical waste activated sludge (WAS) and feed sludge (FS) parameters with City staff to identify WAS and FS total suspended solids (TSS) and volatile suspended solids (VSS) characteristics and variability over time. Additionally, Kimley-Horn will review digester/sludge holding operational strategy and history with City staff.
- C. Kimley-Horn will perform a condition assessment and operational history review of the existing dewatering. The review is intended to provide a baseline for comparison to the alternatives.

- D. Kimley-Horn will review historical biosolids processing operation/maintenance costs with City staff. The financial review will include person-hour requirements, maintenance costs, hauling/disposal costs, and other related costs as identified by City staff. The financial and operational information will be used to determine an approximate cost per unit weight of finished product.

Task 2 –Drying System Evaluations

- A. Kimley-Horn will conduct a literature review of drying system options. The review will include compiling a list of available drying technologies, list of manufacturers, performance expectations, approximate capital cost, and approximate operation/maintenance cost for each technology.
- B. Kimley-Horn will review available drying options with City staff to identify specific technologies for further evaluation. Kimley-Horn will work with City staff to identify up to 3 specific drying options for further evaluation. to compare to the cost of hauling the dewatered biosolids.
- C. Kimley-Horn will work with City staff to refine the drying system technology and vendor list a final list of up to 3 drying systems. Kimley-Horn will request each vendor to provide preliminary design information, budgetary capital cost, operation/maintenance cost information, anticipated energy use, and system performance estimates. Kimley-Horn will prepare a present value life cycle cost evaluation for each alternative.

Task 3 – Evaluation Report

- A. Kimley-Horn will prepare a draft report that consists of a description of each alternative, list of pro and cons, and life cycle cost estimate. The report will include an alternative ranking matrix that will consist of considerations and weighting criteria developed through interaction with City staff.
- B. Kimley-Horn will review the draft report with City staff and make revisions based on the City's comments. Kimley-Horn will provide the City with up to five hard copies and one electronic copy of the final report.

ADDITIONAL SERVICES

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

SCHEDULE

Kimley-Horn will begin services upon receipt of an executed agreement or written authorization from City staff. Kimley-Horn will provide the literature review within 45 calendar days of written authorization to proceed. Kimley-Horn will provide the draft evaluation report within 60 calendar days of the completing the drying system evaluations.

FEE AND EXPENSE

Kimley-Horn will perform the Scope of Services outlined above for a lump sum fee of \$80,585.43. All permitting, application, and similar project fees will be paid directly by the City. A breakdown of the fee per task is provided in the Attached Table A.

Attachments: Table A

ACCEPTED:

THE CITY OF OCALA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Amber L. Gartner, PE

TITLE: _____

TITLE: Vice President _____

DATE: _____

DATE: February 20, 2025 _____

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Amber L. Gartner, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: February 20, 2025

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**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT: Biosolids Study
 CLIENT: CITY OF OCALA
 KHA PM: Alan Garri, P.E.
 BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/210895

SHEET: 1 of 1
 DATE: 2/20/2025

| | | DIRECT LABOR (MAN-HOURS) | | | | | | | | | | | |
|---------------------|--------------------------------------|--------------------------|---------------------|-----------------------|----------------------|-----------------------|-----------------------|-----------------------|-------------------|------------------------|----------------|---------------------|----------------|
| | | Project Manager 2 | Chief Engineer 1 | Senior Engineer 1B | Senior Engineer 2 | Project Engineer 2 | Project Engineer 1 | Engineering Intern | Chief Designer | Secretary/ Clerical | LABOR HOURS | SUB (\$) | LABOR TOTAL |
| NO. | DESCRIPTION | \$224.86 | \$305.66 | \$262.47 | \$260.05 | \$225.65 | \$175.50 | \$137.42 | \$170.09 | \$103.26 | | | |
| Task 1 | Data Gathering | 10 | 8 | | | 45 | | 60 | | 20 | 143.0 | | \$ 25,158.53 |
| Task 2 | Dewatering/Drying System Evaluations | 10 | 20 | 20 | | 30 | | 60 | | 10 | 150.0 | | \$ 29,658.50 |
| Task 3 | Evaluation Report | 10 | 10 | 20 | | 40 | | 30 | | 20 | 130.0 | | \$ 25,768.40 |
| | | | | | | | | | | | 0.0 | | \$ - |
| | | | | | | | | | | | 0.0 | | \$ - |
| | | | | | | | | | | | 0.0 | | \$ - |
| | | | | | | | | | | | 0.0 | | \$ - |
| SUB TOTAL: | | | | | | | | | | | \$ - | \$ 80,585.43 | |
| GRAND TOTAL: | | | | | | | | | | | \$ | 80,585.43 | |



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1272

Agenda Item #: 10e.

Submitted By: Christina Guy

Presentation By: Gary Crews

Department: Facilities Management

STAFF RECOMMENDATION (Motion Ready):

Approve award of a two-year contract to Chinese Connection Painting, Inc., Lamphier Company, and Overall Contractors Group, Inc. for the provision of citywide painting services with an estimated aggregate expenditure of \$250,000

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

Bid Released to the Public: April 3, 2025

BACKGROUND:

The City of Ocala Facilities Management Department performs routine painting services to preserve the structural integrity and aesthetic appeal of City-owned buildings.

FINDINGS AND CONCLUSIONS:

On April 3, 2025, the City released Invitation to Bid (ITB) No.: FAC/250552 for Citywide Painting Services. Thirteen (13) competitive bids were submitted and the bids from Chinese Connection Painting, Inc., Lamphier Company, and Overall Contractors Group, Inc. were determined to be the lowest responsive and responsible bids.

| Bidder Name | Office Location | Interior Painting (Cost per sq ft) | Exterior Painting (Cost per sq ft) | Total Price Per Line Item (interior & exterior painting) |
|---|--------------------|---------------------------------------|---------------------------------------|--|
| Chinese Connection Painting, Inc | Ocala, FL | \$ 0.90 | \$ 0.35 | \$1.25 |
| Lamphier Company | Sanford, FL | \$ 0.70 | \$ 0.80 | \$1.50 |
| Overal Contractors Group, Inc | Orlando, FL | \$ 0.75 | \$ 0.85 | \$1.60 |
| Italven Painting | Summerfield, FL | \$ 0.85 | \$ 0.95 | \$1.80 |
| Shephard Home Services, Inc | Dunnellon, FL | \$ 1.04 | \$ 1.04 | \$2.08 |
| Quick Painting Group, Corp | Orlando, FL | \$ 1.00 | \$ 1.20 | \$2.20 |
| Ulloa Management Group, LLC | St. Augustine, FL | \$ 1.80 | \$ 2.80 | \$4.60 |
| MDT Painting and Construction, Corp | Coral Springs, FL | \$ 3.00 | \$ 2.15 | \$5.15 |
| RMK Consulting, LLC | Orlando, FL | \$ 1.25 | \$ 1.50 | \$2.75 |
| Veneto Construction Group, LLC | Lake Worth, FL | \$ 2.00 | \$ 1.30 | \$3.30 |
| Five12 Painting & Remodeling, LLC | St. Cloud, FL | \$ 1.80 | \$ 1.80 | \$3.60 |
| Vulcan Construction & Metal Works, LLC | Hawthorne, FL | \$ 5.00 | \$ 6.00 | \$11.00 |
| Ayopa, Inc | Sanford, FL | \$ 6.00 | \$ 18.00 | \$24.00 |

FISCAL IMPACT:

Funding in the amount of \$125,000 is budgeted for the remainder of Fiscal Year 2024-25 in account 001-026-601-519-51-46010 - Facilities Repair and Maintenance. An estimated expenditure of \$125,000 will be included in the budget for Fiscal Year 2025-26.

PROCUREMENT REVIEW:

These services were procured in compliance with the City’s Procurement Policy.

LEGAL REVIEW:

The Agreements will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

AGREEMENT FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING SERVICES – AS NEEDED

THIS AGREEMENT FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING SERVICES – AS NEEDED (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **LAMPHIER COMPANY D/B/A LAMPHIER & COMPANY**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3037502) (“Contractor”).

WHEREAS, on April 3, 2025, City issued an Invitation to Bid for the provision of citywide interior and exterior painting services on an as-needed, ITB No.: FAC/250552 (the “Solicitation”); and

WHEREAS, thirteen (13) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Lamphier & Company was found to be the third lowest; and

WHEREAS, Lamphier & Company was chosen as an intended awardee to provide citywide interior and exterior painting services on an as-needed basis (the “Project”); and

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

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the “Solicitation Documents”). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

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

- Exhibit A: Scope of Work (A-1 through A-4)
- Exhibit B: Price Proposal (B-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **TWO HUNDRED FIFTY THOUSAND, AND NO/100 DOLLARS (\$250,000)** (the “Contract Sum”) over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the unit pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

- A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.
- B. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Facilities Department**, Attn: **Gary Crews**, Address: **1805 NE 30th Avenue, Bldg. 200, Ocala, FL, 34470** E-Mail: facilities@ocalafl.gov.
- C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- E. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- F. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification

Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **JUNE 4, 2025**, and continue in effect for a term of **TWO (2) YEARS**, through and including **JUNE 3, 2027** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
 - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this

Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

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

- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Contractor provides material that does not meet the specifications of the Agreement;
- (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

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

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

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
- (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

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

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

- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
- 9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
- 10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
- 11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
- 12. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
 - A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime:

(1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
- C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
- E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

- A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
- B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
- C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

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

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
20. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise

out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

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

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

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

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

24. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager

with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency

upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed

as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

- 35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
- 36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
- 37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- 38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Lamphier & Company
Attention: Robert Lamphier
131 Commerce Way
Sanford, Florida 32771
Phone: 407-330-1628
E-mail: lamphier1@aol.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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



IN WITNESS WHEREOF, the parties have executed this Agreement on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

**LAMPHIER COMPANY
D/B/A LAMPHIER & COMPANY**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Contractor shall provide commercial interior and exterior painting services as needed, supporting the Facilities Department on various City projects.
2. Contractor shall furnish all labor, tools, equipment, transportation, utilities, and materials to provide these services.

ESCALATION/REQUIREMENT

1. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. The increase will not exceed three percent (3%) annually unless there are mitigating market conditions. Price increases shall be based on the CPI-U, and the Contractor must submit their request for an increase with CPI justification at least 90 days before the end of the current term.
2. **Level II Background Check Requirement:** Contractor employees and all subcontractors working on-site must complete a Level II background check. Background checks shall be scheduled with the City of Ocala Project Manager and shall be conducted by the Ocala Police Department.

PROJECT SUMMARY/CONTRACTOR RESPONSIBILITIES

- **Project Summary:** The Contractor shall be required to perform the following services for the City of Ocala:
 - **Surface Preparation:**
 - a. Clean, sand, and/or wash all paintable surface areas with the appropriate product to remove dirt, grease, or old paint.
 - b. Fill holes, caulk cracks, joints, or imperfections with appropriate materials (i.e., spackle, Bondo, or plaster).
 - c. Scrape areas that are peeling and prime the entire surface to ensure topcoat adhesion.
 - d. Areas not to be painted must be masked or covered.
 - e. Apply primer if required.
 - **Paint Application:**
 - a. For interior painting, rollers and/or brushes must be utilized to evenly apply primer and paint. **Interior spraying will not be permitted.**
 - b. Two (2) topcoats must be applied to ensure full coverage and uniform appearance.
 - **Materials and Equipment:**
 - a. High-quality brushes, rollers, safety gear, drop cloths, tape, and cleaning supplies must be used. All necessary protection must be used to maintain work areas in their original condition before painting.
 - **Quality Assurance:**
 - a. Final inspection will be made by the City Project Manager to confirm uniform coverage, consistent color, and smooth finish across all surfaces. Contractor shall address any issues identified immediately.

Paintable Areas

- Doors
- Wood Trim
- Interior Walls
- Exterior Walls
- Windows (caulking)

Site Inspections: All work will be inspected by the City Project Manager to ensure compliance with the City of Ocala's Scope of Work and policies.

Working Hours: The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide a 48-hour advance notice to the City Project Manager for work outside normal shift hours. The City may decline the request.

City water, electricity, and restrooms will be available on-site for Contractor's use during the completion of this project.

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. All Contractor vehicles shall have the company name located on the side, and all employees must wear a company shirt at all times.
3. The Contractor shall provide an assigned project manager, who will be the primary point of contact. The Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
5. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in a good appearance as the job conditions permit.
6. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site and be solely responsible for the acts or omissions of their employees.
7. No smoking is allowed on City property or projects.
8. The Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
9. All company trucks shall display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
 - A. All paint will be provided by the City of Ocala Facilities Department unless specified.
 - B. Access to City buildings and facilities to perform the work.
 - C. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
 - D. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a markup fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this solicitation following the policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. The Contractor shall be responsible for any damages, not limited to buildings, caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include, but not be limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. The work site will be completely cleaned after each day of work.
 - C. Properly dispose of paint cans and other waste materials.
 - D. Contractor shall legally dispose of debris.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in the original locations.
 - B. All work areas must be returned to their original condition.

- C. Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish, and temporary structures, and shall restore acceptably 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 debris shall be removed from the premises.*

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, subcontractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
3. Before completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.



| | | |
|--|--|--------------------|
| | CONTRACTOR NAME | LOCATION |
| | Lamphier Company/dba/Lamphier & Company | Sanford, FL |

INITIAL TERM PRICING

| ITEM | DESCRIPTION | UOM | QTY | UNIT COST |
|------|--|---------|-----|-----------|
| 1 | Interior Painting (price must include labor, equipment, and materials) | Sq. Ft. | 1 | \$ 0.70 |
| 2 | Exterior Painting (price must include labor, equipment, and materials) | Sq. Ft. | 1 | \$ 0.80 |
| | | | | |
| | | | | |
| | | | | |

AGREEMENT FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING SERVICES – AS NEEDED

THIS AGREEMENT FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING SERVICES – AS NEEDED (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **CHINESE CONNECTION PAINTING, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 45-0524137) (“Contractor”).

WHEREAS, on April 3, 2025, City issued an Invitation to Bid for the provision of citywide interior and exterior painting services on an as-needed, ITB No.: FAC/250552 (the “Solicitation”); and

WHEREAS, thirteen (13) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Chinese Connection Painting, Inc., was found to be the second lowest; and

WHEREAS, Contractor was chosen as an intended awardee to provide citywide interior and exterior painting services on an as-needed basis (the “Project”); and

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

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the “Solicitation Documents”). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
 - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:
 - Exhibit A: Scope of Work (A-1 through A-4)
 - Exhibit B: Price Proposal (B-1)If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **TWO HUNDRED FIFTY THOUSAND, AND NO/100 DOLLARS (\$250,000)** (the “Contract Sum”) over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the unit pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

- A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.
- B. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Facilities Department**, Attn: **Gary Crews**, Address: **1805 NE 30th Avenue, Bldg. 200, Ocala, FL, 34470** E-Mail: facilities@ocalafl.gov.
- C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- E. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- F. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification

Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **JUNE 4, 2025**, and continue in effect for a term of **TWO (2) YEARS**, through and including **JUNE 3, 2027** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
 - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this

Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

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

- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Contractor provides material that does not meet the specifications of the Agreement;
- (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

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

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

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
- (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

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

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

- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
- 9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
- 10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
- 11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
- 12. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
 - A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime:

(1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
- C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
- E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

- A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
- B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
- C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

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

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
20. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise

out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

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

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

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

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

24. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager

with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency

upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed

as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Chinese Connection Painting, Inc.
Attention: Marc Sulter
43 Redwood Run Loop
Ocala, Florida 34472
Phone: 352-427-3386
E-mail: chineseconnectionpainting@gmail.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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



IN WITNESS WHEREOF, the parties have executed this Agreement on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

CHINESE CONNECTION PAINTING, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Contractor shall provide commercial interior and exterior painting services as needed, supporting the Facilities Department on various City projects.
2. Contractor shall furnish all labor, tools, equipment, transportation, utilities, and materials to provide these services.

ESCALATION/REQUIREMENT

1. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. The increase will not exceed three percent (3%) annually unless there are mitigating market conditions. Price increases shall be based on the CPI-U, and the Contractor must submit their request for an increase with CPI justification at least 90 days before the end of the current term.
2. **Level II Background Check Requirement:** Contractor employees and all subcontractors working on-site must complete a Level II background check. Background checks shall be scheduled with the City of Ocala Project Manager and shall be conducted by the Ocala Police Department.

PROJECT SUMMARY/CONTRACTOR RESPONSIBILITIES

- **Project Summary:** The Contractor shall be required to perform the following services for the City of Ocala:
 - **Surface Preparation:**
 - a. Clean, sand, and/or wash all paintable surface areas with the appropriate product to remove dirt, grease, or old paint.
 - b. Fill holes, caulk cracks, joints, or imperfections with appropriate materials (i.e., spackle, Bondo, or plaster).
 - c. Scrape areas that are peeling and prime the entire surface to ensure topcoat adhesion.
 - d. Areas not to be painted must be masked or covered.
 - e. Apply primer if required.
 - **Paint Application:**
 - a. For interior painting, rollers and/or brushes must be utilized to evenly apply primer and paint. **Interior spraying will not be permitted.**
 - b. Two (2) topcoats must be applied to ensure full coverage and uniform appearance.
 - **Materials and Equipment:**
 - a. High-quality brushes, rollers, safety gear, drop cloths, tape, and cleaning supplies must be used. All necessary protection must be used to maintain work areas in their original condition before painting.
 - **Quality Assurance:**
 - a. Final inspection will be made by the City Project Manager to confirm uniform coverage, consistent color, and smooth finish across all surfaces. Contractor shall address any issues identified immediately.

Paintable Areas

- Doors
- Wood Trim
- Interior Walls
- Exterior Walls
- Windows (caulking)

Site Inspections: All work will be inspected by the City Project Manager to ensure compliance with the City of Ocala's Scope of Work and policies.

Working Hours: The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide a 48-hour advance notice to the City Project Manager for work outside normal shift hours. The City may decline the request.

City water, electricity, and restrooms will be available on-site for Contractor's use during the completion of this project.

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. All Contractor vehicles shall have the company name located on the side, and all employees must wear a company shirt at all times.
3. The Contractor shall provide an assigned project manager, who will be the primary point of contact. The Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
5. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in a good appearance as the job conditions permit.
6. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site and be solely responsible for the acts or omissions of their employees.
7. No smoking is allowed on City property or projects.
8. The Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
9. All company trucks shall display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
 - A. All paint will be provided by the City of Ocala Facilities Department unless specified.
 - B. Access to City buildings and facilities to perform the work.
 - C. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
 - D. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a markup fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this solicitation following the policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. The Contractor shall be responsible for any damages, not limited to buildings, caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include, but not be limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. The work site will be completely cleaned after each day of work.
 - C. Properly dispose of paint cans and other waste materials.
 - D. Contractor shall legally dispose of debris.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in the original locations.
 - B. All work areas must be returned to their original condition.

- C. Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish, and temporary structures, and shall restore acceptably 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 debris shall be removed from the premises.*

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, subcontractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
3. Before completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.



| | |
|----------------------------------|-----------------|
| CONTRACTOR NAME | LOCATION |
| Chinese Connection Painting, Inc | Ocala, FL |

INITIAL TERM PRICING

| ITEM | DESCRIPTION | UOM | QTY | UNIT COST |
|------|--|---------|-----|-----------|
| 1 | Interior Painting (price must include labor, equipment, and materials) | Sq. Ft. | 1 | \$ 0.90 |
| 2 | Exterior Painting (price must include labor, equipment, and materials) | Sq. Ft. | 1 | \$ 0.35 |

| |
|--|
| |
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AGREEMENT FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING SERVICES – AS NEEDED

THIS AGREEMENT FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING SERVICES – AS NEEDED (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **OVERALL CONTRACTORS GROUP, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 83-1338528) (“Contractor”).

WHEREAS, on April 3, 2025, City issued an Invitation to Bid for the provision of citywide interior and exterior painting services on an as-needed, ITB No.: FAC/250552 (the “Solicitation”); and

WHEREAS, thirteen (13) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Overall Contractors Group, Inc. FL was found to be the lowest; and

WHEREAS, Contractor was chosen as an intended awardee to provide citywide interior and exterior painting services on an as-needed basis (the “Project”); and

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

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the “Solicitation Documents”). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
 - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:
 - Exhibit A: Scope of Work (A-1 through A-4)
 - Exhibit B: Price Proposal (B-1)If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **TWO HUNDRED FIFTY THOUSAND, AND NO/100 DOLLARS (\$250,000)** (the “Contract Sum”) over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the unit pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

- A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.
- B. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Facilities Department**, Attn: **Gary Crews**, Address: **1805 NE 30th Avenue, Bldg. 200, Ocala, FL, 34470** E-Mail: facilities@ocalafl.gov.
- C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- E. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- F. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification

Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **JUNE 4, 2025**, and continue in effect for a term of **TWO (2) YEARS**, through and including **JUNE 3, 2027** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
 - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this

Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

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

- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Contractor provides material that does not meet the specifications of the Agreement;
- (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

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

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

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
- (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

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

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

- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
- 9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
- 10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
- 11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
- 12. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
 - A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime:

(1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
- C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
- E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

- A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
- B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
- C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

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

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremens' and Harbor Workers Compensation Act and the Jones Act.
 - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
20. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise

out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

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

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

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

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

24. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager

with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency

upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed

as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

- 35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
- 36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
- 37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- 38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Overall Contractors Group, Inc.
Attention: Rafael Tirado
10524 Moss Park Rd
Orlando, Florida 32832
Phone: 352-427-3386
E-mail: info@overallcontractors.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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



IN WITNESS WHEREOF, the parties have executed this Agreement on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

OVERALL CONTRACTORS GROUP, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Contractor shall provide commercial interior and exterior painting services as needed, supporting the Facilities Department on various City projects.
2. Contractor shall furnish all labor, tools, equipment, transportation, utilities, and materials to provide these services.

ESCALATION/REQUIREMENT

1. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. The increase will not exceed three percent (3%) annually unless there are mitigating market conditions. Price increases shall be based on the CPI-U, and the Contractor must submit their request for an increase with CPI justification at least 90 days before the end of the current term.
2. **Level II Background Check Requirement:** Contractor employees and all subcontractors working on-site must complete a Level II background check. Background checks shall be scheduled with the City of Ocala Project Manager and shall be conducted by the Ocala Police Department.

PROJECT SUMMARY/CONTRACTOR RESPONSIBILITIES

- **Project Summary:** The Contractor shall be required to perform the following services for the City of Ocala:
 - **Surface Preparation:**
 - a. Clean, sand, and/or wash all paintable surface areas with the appropriate product to remove dirt, grease, or old paint.
 - b. Fill holes, caulk cracks, joints, or imperfections with appropriate materials (i.e., spackle, Bondo, or plaster).
 - c. Scrape areas that are peeling and prime the entire surface to ensure topcoat adhesion.
 - d. Areas not to be painted must be masked or covered.
 - e. Apply primer if required.
 - **Paint Application:**
 - a. For interior painting, rollers and/or brushes must be utilized to evenly apply primer and paint. **Interior spraying will not be permitted.**
 - b. Two (2) topcoats must be applied to ensure full coverage and uniform appearance.
 - **Materials and Equipment:**
 - a. High-quality brushes, rollers, safety gear, drop cloths, tape, and cleaning supplies must be used. All necessary protection must be used to maintain work areas in their original condition before painting.
 - **Quality Assurance:**
 - a. Final inspection will be made by the City Project Manager to confirm uniform coverage, consistent color, and smooth finish across all surfaces. Contractor shall address any issues identified immediately.

Paintable Areas

- Doors
- Wood Trim
- Interior Walls
- Exterior Walls
- Windows (caulking)

Site Inspections: All work will be inspected by the City Project Manager to ensure compliance with the City of Ocala's Scope of Work and policies.

Working Hours: The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide a 48-hour advance notice to the City Project Manager for work outside normal shift hours. The City may decline the request.

City water, electricity, and restrooms will be available on-site for Contractor's use during the completion of this project.

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. All Contractor vehicles shall have the company name located on the side, and all employees must wear a company shirt at all times.
3. The Contractor shall provide an assigned project manager, who will be the primary point of contact. The Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
5. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in a good appearance as the job conditions permit.
6. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site and be solely responsible for the acts or omissions of their employees.
7. No smoking is allowed on City property or projects.
8. The Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
9. All company trucks shall display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
 - A. All paint will be provided by the City of Ocala Facilities Department unless specified.
 - B. Access to City buildings and facilities to perform the work.
 - C. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
 - D. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a markup fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this solicitation following the policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. The Contractor shall be responsible for any damages, not limited to buildings, caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include, but not be limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. The work site will be completely cleaned after each day of work.
 - C. Properly dispose of paint cans and other waste materials.
 - D. Contractor shall legally dispose of debris.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in the original locations.
 - B. All work areas must be returned to their original condition.

- C. Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish, and temporary structures, and shall restore acceptably 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 debris shall be removed from the premises.*

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, subcontractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
3. Before completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.



| | | |
|--|--------------------------------|-----------------|
| | CONTRACTOR NAME | LOCATION |
| | Overall Contractors Group, Inc | Orlando, FL |

INITIAL TERM PRICING

| ITEM | DESCRIPTION | UOM | QTY | UNIT COST |
|------|--|---------|-----|-----------|
| 1 | Interior Painting (price must include labor, equipment, and materials) | Sq. Ft. | 1 | \$ 0.75 |
| 2 | Exterior Painting (price must include labor, equipment, and materials) | Sq. Ft. | 1 | \$ 0.85 |
| | | | | |
| | | | | |
| | | | | |

BID TABULATION & NOTICE OF INTENT TO AWARD



Bid Name: **Citywide Painting Services**

ProRFx ID: ITB03282500000046

Notifications Sent: #16992

Bids: #13

Solicitation: **ITB# FAC/250552**

Buyer: Louis Joseph

Buyer Email: ljoseph@ocalafl.gov

Buyer Phone: 352-629-8260

4/29/2025 Notice of Intent to Award to Chinese Connection Painting, Inc., Lamphier Company, & Overall Contractors Group, Inc. pending City Council approval.

| Bidder Name | Office Location | Interior Painting (Cost per sq ft) | Exterior Painting (Cost per sq ft) | Total Price Per Line Item (interior & exterior painting) |
|---|--------------------|---------------------------------------|---------------------------------------|--|
| Chinese Connection Painting, Inc | Ocala, FL | \$ 0.90 | \$ 0.35 | \$1.25 |
| Lamphier Company | Sanford, FL | \$ 0.70 | \$ 0.80 | \$1.50 |
| Overall Contractors Group, Inc | Orlando, FL | \$ 0.75 | \$ 0.85 | \$1.60 |
| Italven Painting | Summerfield, FL | \$ 0.85 | \$ 0.95 | \$1.80 |
| Shephard Home Services, Inc | Dunnellon, FL | \$ 1.04 | \$ 1.04 | \$2.08 |
| Quick Painting Group, Corp | Orlando, FL | \$ 1.00 | \$ 1.20 | \$2.20 |
| Ulloa Management Group, LLC | St. Augustine, FL | \$ 1.80 | \$ 2.80 | \$4.60 |
| MDT Painting and Construction, Corp | Coral Springs, FL | \$ 3.00 | \$ 2.15 | \$5.15 |
| RMK Consulting, LLC | Orlando, FL | \$ 1.25 | \$ 1.50 | \$2.75 |
| Veneto Construction Group, LLC | Lake Worth, FL | \$ 2.00 | \$ 1.30 | \$3.30 |
| Five12 Painting & Remodeling, LLC | St. Cloud, FL | \$ 1.80 | \$ 1.80 | \$3.60 |
| Vulcan Construction & Metal Works, LLC | Hawthorne, FL | \$ 5.00 | \$ 6.00 | \$11.00 |
| Ayopa, Inc | Sanford, FL | \$ 6.00 | \$ 18.00 | \$24.00 |



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1456

Agenda Item #: 10f.

Submitted By: Robert Whitehead

Presentation By: Doug Peebles

Department: Electric Utility

STAFF RECOMMENDATION (Motion Ready):

Approve agreement with Powerserve Technologies, Inc. for the provision of design and furnishing of relays and panels for the Dearmin and Water Plant Substations in the amount of \$298,373

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

Invitation to Bid was released to the public on 4/29/2025

BACKGROUND:

In May 2023, City Council approved the purchase of two auto transformers for the Dearmin Substation as part of Ocala Electric Utility's infrastructure modernization plan. In conjunction with this upgrade, the utility will transition from mechanical relays to advanced microprocessor-based relays.

These modern relays offer faster response times, enhanced protection and control, real-time monitoring, and integration with smart grid systems. This upgrade will improve system reliability, reduce operational costs, and support future energy demands.

FINDINGS AND CONCLUSIONS:

On April 29, 2025, the City issued Invitation to Bid (ITB) No. ELE/250610 for the design and furnishing of relays and panels for the Dearmin and Water Plant substations.

On May 22, 2025, bids were received from four vendors. The bid from Electrical Power Products, Inc. was rejected as non-responsive due to failure to meet the response requirements as outlined in the solicitation. Bid results for the remaining responsive bidders are summarized below:

| Bidder Name | Office Location | Total Bid Amount |
|---------------------------------------|-----------------|---------------------|
| Powerserve Technologies, Inc. | Jupiter, FL | \$298,372.38 |
| SEL Engineering Services, Inc. | Pullman, WA | \$375,000.00 |
| Electric Machine Control, Inc. | Trussville, AL | \$438,281.87 |

Powerserve Technologies, Inc. was found to be the lowest responsive and responsible bidder with a total bid of \$298,372.38. The investment aligns with Ocala Electric Utility’s commitment to long-term resilience, improved service delivery, and a more efficient, data-driven electric grid.

Staff recommends approval of the contract award to Powerserve Technologies, Inc.

FISCAL IMPACT:

Funding for this project is budgeted in the Fiscal Year 2024-25 account #332-032-167-531-69-65010.

PROCUREMENT REVIEW:

These goods and services were procured in compliance with the City’s Procurement Policy.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

AGREEMENT TO DESIGN AND FURNISH RELAYS AND PANELS – DEARMIN AND WATER PLANT SUBSTATIONS

THIS AGREEMENT TO DESIGN AND FURNISH RELAYS AND PANELS – DEARMIN AND WATER PLANT SUBSTATIONS (Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”), and **POWERSERVE TECHNOLOGIES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 65-0618324) (“Contractor”).

R E C I T A L S :

WHEREAS, on April 29, 2025, City issued an Invitation to Bid (“ITB”) for the design and provision of relays and panels for its Dearmin and Water Plant electric substations, ITB No.: ELE/250610 (the “Solicitation”); and

WHEREAS, a total of four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Powerserve Technologies, Inc. was found to be the lowest; and

WHEREAS, Powerserve Technologies, Inc. was chosen as the intended awardee to design and furnish relays for the City’s Dearmin and Water Plant substations (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; and (c) the City’s Solicitation for the Project and the quote submitted by Contractor in response to same (the “Solicitation Documents”). Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

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

- Exhibit A: Scope of Work (A-1 through A-5)
- Exhibit B: Technical Specifications (B-1 through B-7)
- Exhibit C: Price Proposal (C-1)
- Exhibit D: Contractor Documentation (D-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B then (3) Exhibit C, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents.

4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **TWO HUNDRED NINETY-EIGHT THOUSAND, THREE HUNDRED SEVENTY-TWO AND 38/100 DOLLARS (\$298,372.38)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the unit pricing schedule in **Exhibit C – Price Proposal** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
- A. **Monthly Progress Payments:** Payment will be made upon completion of delivery as stated herein and submission of invoices in duplicate at set forth herein 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.** Immediately upon receipt of the purchase order, the Contractor shall submit electronically for review a production schedule and payment schedule indicating the pro rata amount of the lump sum that will be invoiced for each item of the equipment to be furnished.
 - C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Invoices shall show the price agreed upon for the equipment, and the related purchase order numbers. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Electric Utility, Attn: Robert Whitehead, 1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470**, E-Mail: rwhitehead@ocalafl.gov.
 - 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; 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.
 - 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. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
 - A. **All items must be received by the City of Ocala’s Electric Utility Warehouse, located at 1805 NE 30th Avenue, Bldg. 700, Gate 5, Ocala, FL 34470, no later than JANUARY 1, 2026.**
 - B. 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.
 - C. 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.
 - D. 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. **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.
7. **PERFORMANCE AND PAYMENT BOND.** Contractor shall furnish a certified and recorded Performance and Payment Bond in the amount of **TWO HUNDRED NINETY-EIGHT THOUSAND, THREE HUNDRED SEVENTY-TWO AND 38/100 DOLLARS (\$298,372.38)** as security for the faithful performance of the work as required and set forth in the 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.
8. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party (“Force Majeure”). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
- 9. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
 - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
- 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; (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 City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1)** year from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1)** year from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

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

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

14. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:

- A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in

scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

- B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
- C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
- C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
- E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.

- F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
 - G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
16. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
17. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
 - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
18. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
19. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.
20. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

21. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
22. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
- A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
23. **ADDITIONAL INSURANCE REQUIREMENTS.**
- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
 - B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.
 - C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable)**

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

- D. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

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. **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.
29. **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.
30. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
31. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
32. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

33. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
34. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
35. **PUBLIC RECORDS.** 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.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

36. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

37. **PUBLICITY.** Contractor shall not use City’s name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City’s prior written approval.
38. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security’s (“DHS”) E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City’s request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
39. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor’s business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
40. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
41. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
42. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
43. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the City’s sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
44. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile

transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

| | |
|----------------------|--|
| If to Contractor: | Powerserve Technologies, inc. Attention: J. Tony Oruga, P.E. 15074 Park of Commerce Blvd., #4 Jupiter, Florida 33478 Phone: 561-840-1441 E-mail: aoruga@powerservetech.com |
| If to City of Ocala: | Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov |
| Copy to: | William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: wsexton@ocalafl.gov |

45. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
46. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

47. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the state of Florida.
48. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
49. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
50. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
51. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
52. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
53. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
54. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
55. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
56. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

POWERSERVE TECHNOLOGIES, INC.

(Signature)

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____
(Title of Authorized Signatory)

BACKGROUND

1. Contractor shall design and furnish relays and panels supporting the Dearmin and Water Plant substations.
2. The relays and panels shall be fabricated and furnished completely, with all protection and control equipment mounted and wired in accordance with these specifications and the information provided in the Contract Documents. Contractor shall design and furnish relay panels complete with specified devices, terminal blocks, fuse blocks, fuses, and internal wiring, ready for installation. Contractor shall provide engineered substation drawings associated with furnished relay panels, including AC single and three-line diagrams, AC/DC elementary, and CT/PT elementary. The City shall wire all external wiring noted on the engineered drawings.

DELIVERY

1. All items must be received by the City of Ocala's Electric Utility Warehouse located at, 1805 NE 30th Avenue, Bldg. 700, Gate 5, Ocala, FL 34470, no later than **January 1, 2026**.
2. Delivery will be F.O.B. designated site, prepaid and allowed, as directed by the City of Ocala, and set forth herein. *The articles to be furnished hereunder shall be delivered. The supplier pays all transportation charges to the destination.*
3. City, County, and Florida Department of Transportation road-use permits, and any other permits or licenses required for the work shall be obtained by the Contractor at their own expense. Special arrangements for traffic control, escorts, or other support services shall also be provided at the Contractor's expense.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by transportation operations. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. The City of Ocala will inspect the electrical equipment upon its arrival. If it is found to be defective or not in conformity with the requirements set out **Exhibit B – Technical Specifications**, the City of Ocala reserves the right to reject such equipment. Acceptance of delivery from the carrier shall not constitute acceptance of the equipment.
6. Relays and panels must be delivered with all manufacturers' tags and labels intact. Contractor must handle and store the equipment to prevent damage to the units. Units shall be tagged with the applicable substation's name (Dearmin / Water Plant Substation) and panel number. Panels delivered in broken, damaged, or unlabeled condition will not be accepted.
7. Scheduling of all deliveries shall be coordinated with the City Project Manager.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Requirements:** Work shall conform to the applicable requirements of all Federal, State, and local agencies having jurisdiction and the applicable provisions of the latest edition of the following standards, except as modified herein.
 - a. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE):

- i. C2 – National Electrical Safety Code (NESC)
 - ii. C37.20 – Switchgear Assemblies Including Metal-Enclosed Bus
 - b. National Fire Protection Association (NFPA)
 - i. 70 – National Electrical Code (NEC)
- 2. **Project Summary:** Contractor shall perform the following services for the City of Ocala:
 - a. The workmanship, design, and materials shall be of the highest quality and most suitable for the application. The materials and equipment shall be new, of proven manufacture, and free of defects. The design shall provide maximum mechanical and electrical strength, incorporating ample safety factors.
 - b. The relay panel layout and assembly drawings for the Dearmin and Water Plant substation panels outline the general layout of the relay panels, devices, and equipment within the scope of this project section, as well as the design and function of each associated circuit.
 - c. Contractor shall endeavor to coordinate significant and minor design changes with the Project Manager to ensure accurate alignment and structural stability within the control house design.
- 3. **Deliverables:** Contractor shall submit the following within **sixty (60) days** of Notice to Proceed (NTP) and before initiating fabrication. The number of copies shall be as specified in **Exhibit B – Technical Specifications**. Shop drawings shall also be submitted within the time stated in Exhibit B and shall include:
 - a. **Process & Fabrication Submittals:**
 - i. Contractor shall submit their preparation and finished process to the City Project Manager for review.
 - ii. Catalog cuts of any miscellaneous devices, switches, etc., NOT included in the materials listed in **Exhibit C – Relay Parts List**.
 - b. **Shop Drawings** - The following drawings shall be included with these specifications for each relay panel:
 - i. Current relay panel layout and assembly drawings.
 - ii. Current relay panel wiring diagrams, DC schematics, one line drawings, and all other associated existing drawings.
 - c. **Shop Drawing Submittals** - Contractor shall submit new engineered shop drawings for the control and relay panels to the City of Ocala’s Project Manager, Robert Whitehead rwhitehead@ocalafl.gov, Matt O’Cull mocull@ocalafl.gov, Zach Sieg zsieg@ocalafl.gov, or Chance Strickland cstrickland@ocalafl.gov for final approval before panel fabrication, including but not limited to the following:
 - i. Fabrication drawings, including front, side, and rear views, dimensions, and deviations from the design drawings.
 - ii. Catalog cuts of any miscellaneous devices, switches, etc., not included on the materials listed in Exhibit C – Relay Parts List.
 - iii. New relay panel wiring diagrams and all associated DC elementaries.

- iv. New one lines and AC diagrams.
 - v. New CT and PT elementaries.
 - vi. New add/demo engineered drawings for the replacement of the substation RTU with the utility supplied SEL 3530 and SEL 2440 equipment.
 - vii. No equipment shall be manufactured before final approval comments are returned to the panel fabricator.
- d. **Manufacturer's Literature:**
- i. The panel fabricator shall submit the manufacturer's literature for control and relay panel components, devices, switches, etc., to the Ocala Project Engineer for review.
 - ii. Upon project completion, two (2) complete copies of the manufacturer's literature for control and relay panel components, devices, switches, etc., shall be delivered to the City Project Manager for record purposes.
- e. **Instruction Books:**
- i. The instruction book or the operation and maintenance manual shall provide protective relay instruction books (with spare parts leaflets) and a complete description, including the original manufacturer's catalog or part numbers, for all components, including, without limitation, relays, switches, coils, fuses, breaker mechanism components, and all other parts that might have to be replaced in the device's regular operation.
 - ii. Before the project's final acceptance, two (2) bound sets of instruction books covering all devices furnished under this specification section shall be submitted to the Ocala Project Manager for record purposes.
- f. **As-Built Drawings:**
- i. Two complete copies of the "as-built" or "record" drawings, corrected according to shop drawings, review comments, approval modifications, or changes, shall be submitted to the Ocala Project Engineer for final installation purposes. In addition, once the project is complete, a CD containing the drawing files compatible with AUTOCAD shall also be delivered to the Ocala Project Engineer.
4. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide a 48-hour advance notice to the City Project Manager for work outside normal shift hours. The City may decline the request.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by

the other of any complaints received.

4. Contractor'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.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
 - A. Access to City buildings and facilities to perform the work.
 - B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
 - C. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable state and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be performed in compliance with all requirements and instructions of applicable manufacturers.
4. If Contractor is advised to leave a property by the property owner or their representative, Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. Data collected by Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
6. Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SAFETY

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

WARRANTY

1. Contractor will provide a one-year material and labor warranty from the date of completion, against operational failure caused by defective design, material and workmanship which occurs during normal use.
2. The warranty period shall begin once the City accepts the total project and shall cover the replacement of equipment and/or repair, including labor, travel time, and miscellaneous expenses, at no cost to the City of Ocala for the entire warranty period.
3. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

INVOICING

1. All original invoices will be sent to: Robert Whitehead, Project Manager, Ocala Electric Utility, 1805 NE 30th Ave, Bldg. 400 Ocala, FL 34470, email: whitehead@ocalafl.gov
2. Immediately upon receipt of the purchase order, the Contractor shall submit electronically for review a production schedule and a payment schedule indicating the pro rata amount of the lump sum bid that will be invoiced for each item of equipment to be furnished. Payment will be made upon completion of delivery as stated herein and submission of invoices in duplicate as set forth herein.
3. The invoice (s) shall show the price agreed upon for the equipment. Invoice(s) must show Purchase Order number(s).
4. Contractor will invoice at least once a month.

GENERAL SPECIFICATIONS

1. This Exhibit B – Technical Specifications supplements the Scope of Work for Relays and Relay Control Panels, as outlined in Exhibit A. It outlines the technical design requirements, associated control systems, and operating systems for relays and relay control panels.
2. The work shall conform to the applicable requirements of all Federal, State, and local agencies and the relevant provisions of the latest edition or revision of the standards outlined in Exhibit A — Scope of Work (Project Requirements), except as modified herein.

MATERIALS AND EQUIPMENT

1. All material and equipment shall be new, approved, and labeled. Only products by manufacturers regularly engaged in producing specified units will be acceptable.
2. Where two (2) or more units are required which perform the same function or are of the same class of equipment or materials, provide all units from a single manufacturer unless otherwise specified.
3. The selection of all accessories, materials, and fabrication methods not specified that are necessary to complete the fabrication of the units shall be left to the Contractor's discretion and shall be carried out in accordance with best engineering practices. All materials shall be new and of the type required for the application.

CONTROL PANEL DESIGN REQUIREMENTS**1. Equipment:**

- a. **The City of Ocala will provide the following equipment to the Contractor for integration into the relay panels before the final units are delivered to the City of Ocala:**

- i. Dearmin Substation:

1. SEL – 3530 125VDC
2. SEL – 2440 125VDC

- ii. Water Plant Substation:

1. SEL – 3530 RTAC / 48VDC
2. SEL – 2440 / 48VDC

- b. **The following equipment must be included within the relay panels delivered to the City of Ocala:**

- i. Dearmin Substation:

1. ABB/ C129A539G01/ Test Switch FT-1 Clear Cover, 10 single poles, red handles
2. ABB/ 1586C42G36/ Test Switch FT-1 CLEAR Cover / 10-Pole, Current Shorting 6P (3 dbl) / 4 Pole Potentials, with 19-20 Red Handle
3. GE/ 116B6708G42 R52 R4/ Red Light Type ET-16, LED, Red Lens 125VDC
4. GE/ 116B6708G42 G52 G4/ Green Light Type ET-16, LED, Green Lens 125VDC
5. GE/ 116B6708G42 A52 A4/ Amber Light Type ET-16, LED, Amber Lens 125VDC
6. GE/ 116B6708G42 A52 C4/ White Light Type ET-16, LED, Clear Lens 125VDC

7. GE/ 1166708G4-8-A73-C4/ White Light Type ET-16, LED, Clear Lens 130 VAC
8. Square D/ Type KA-3, Series G/ Reset Push Button, 30mm Class 9001
9. GE/ 957805C/ 95 LOR Oval Handle, 20 Contacts 10NO, 10NC
10. SEL/ 2810 MT/ Fiber Optic Transceiver
11. SEL/ 2810 MR/ Fiber Optic Transceiver
12. 4Re/ 6004-SCC/ Terminal Block / 4-Position Shorting
13. Penn Union/ 6012/ Terminal Block / 12-Position Shorting
14. Marathon/ F30A2S/ Fuse Holder / 30A 240Volt 9/16th 2X
15. Marathon/ F30A3S/ Fuse Holder / 30A 240Volt 9/16th 2X
16. OT20/ 20 AMP Fuses
17. OT30/ 30 AMP Fuses
18. OT3/ 3 AMP Fuses
19. OT5/ OT5 125VDC

b. Water Plant Substation:

1. ABB/ C129A539G01/ Test Switch FT-1 Clear Cover, 10 single poles, red handles
2. ABB/ 1586C42G36/ Test Switch FT-1 CLEAR Cover / 10-Pole, Current Shorting 6P (3 dbl) / 4 Pole Potentials, with 19-20 Red Handle
3. GE/ 116B6708G42 R52 R4/ Red Light Type ET-16, LED, Red Lens 48VDC
4. GE/ 116B6708G42 G52 G4/ Green Light Type ET-16, LED, Green Lens 48VDC
5. GE/ 116B6708G42 A52 A4/ Amber Light Type ET-16, LED, Amber Lens 48VDC
6. GE/ 116B6708G42 A52 C4/ White Light Type ET-16, LED, Clear Lens 48VDC
7. GE/ 1166708G4-8-A73-C4/ White Light Type ET-16, LED, Clear Lens 130 VAC
8. Square D/ Type KA-3, Series G/ Reset Push Button, 30mm Class 9001
9. GE/ 957805C/ 95 LOR Oval Handle, 20 Contacts 10NO, 10NC
10. SEL/ 2810 MT/ Fiber Optic Transceiver
11. SEL/ 2810 MR/ Fiber Optic transceiver
12. 4Re/ 6004-SCC/ Terminal Block / 4-Position Shorting
13. Penn Union/ 6012/ Terminal Block / 12-Position Shorting
14. Marathon/ F30A2S/ Fuse Holder / 30A 240Volt 9/16th 2X
15. F30A3S Fuse Holder / 30A 240Volt 9/16th 2X
16. OT20 20 Amp Fuses
17. OT30 30 Amp Fuses
18. OT3 3 Amp Fuses
19. OT5 5 Amp Fuses

2. Metal Work:

- a. Each panel shall be a fixed vertical panel fabricated from no less than 11 USS gauge leveled steel sheets and reinforced as required to form a rigid self-supporting structure.
- b. Each panel shall be formed with edges bent back, joints welded, and ground smooth. Finished panel surfaces shall be free of waves, bellies, and other imperfections. Exterior panel surfaces shall be sandblasted, ground smooth, filled, primed, and enamel finished.
- c. Exterior enamel paint color shall be gray; Interior enamel paint color shall be white.
- d. Nominal panel arrangements and dimensions shall be as per the drawings provided for each

substation. All panels shall be provided with nineteen-inch (19") rack mounting inserts in accordance with standard nineteen-inch (19") rack specification dimensions as defined in EIA-310.

- e. Instruments, meters, control switches, test switches, and protective relays shall be mounted on the front of the panels where shown. Panel cutouts, mounting studs, and support brackets shall be accurately located as indicated on the drawings.
- f. Mounting brackets, as required, shall be arranged for mounting and wiring auxiliary equipment, devices, and terminal blocks. Where needed, sub-panel plates may be added for mounting auxiliary devices inside the panels without the need for additional mounting screws showing on the front side of the panels.
- g. Panel space not utilized by equipment shall remain clear for addition of possible future equipment or existing equipment relocation. Suitably sized 19" blank panel inserts (filler plates) shall be furnished as required for these areas.

3. Device Mounting:

- a. The devices to be mounted shall be according to the materials list shown in **Exhibit C — Price Proposal** and in this **Exhibit B's Control Panel Design Requirements**, above. Any change to the listed material must have prior approval from the Ocala Project Engineer.

4. Device Arrangement:

- a. The panel fabricator shall prepare fully dimensioned panel arrangement drawings and submit them for the engineer's review and approval. The Engineer may change the panel arrangement at any time before panel cutting and punching without incurring extra cost.
- b. Auxiliary devices, such as fuses, resistors, and metering transducers, which will be mounted internally to the panel, shall be arranged for ease of access so as not to block access to other devices.
- c. Overall arrangement shall provide free and unobstructed screwdriver access to all device and terminal block screws.
- d. The manufacturer shall make allowances for possible additions of auxiliary relays that may be required during the design phases.

5. Device Identification:

- a. Every device mounted on the front panels shall be identified by an engraved, white core, black surface, laminated plastic nameplate attached with stainless steel screws.
- b. All devices, both front-mounted and internally mounted, shall be identified with engraved, white core, black surface, laminated plastic nameplates attached with suitable double-sided tape or adhesive on the inside of the panel shall bear the exact text as the exterior nameplates, plus identifiers that correspond to those used on the wiring drawings. All fuses shall have nameplates of a similar type identifying the protected circuit.

6. Wiring:

- a. Inter-panel wiring shall originate and terminate on terminal blocks, not individual devices within the panel. Terminal blocks shall accommodate no more than two (2) cable terminal

points.

- b. The City of Ocala is responsible for installing the external panel wiring, which will be performed on-site. The installation shall conform to schematic and interconnection drawings developed by an engineer.
- c. The Engineer may be required to request wiring changes but will endeavor to keep them to a minimum. However, wiring changes may be made at any time before the commencement of panel wiring without incurring additional costs to the contract.
- d. The sequence for current transformer secondary series wiring shall conform precisely to the sequence shown on the one-line drawings.
- e. Not more than two wires shall be under any one terminal screw.
- f. Each wye-connected CT secondary circuit shall have the neutral conductor grounded from the panel wiring side of the terminal block to which the Owner's external CT wiring will connect. Ground wire shall have a green insulation color.
- g. Panel wire shall be rated for 600 volts, switchboard wire, and 19 strands at minimum. CT circuits, AC and DC supply circuits, and PT and control circuits shall be at minimum #12 AWG.
- h. A wire label (black writing upon white label) shall be affixed to EACH Wire, identifying the location of the opposite end termination point. This Label shall be located approximately ¼ inch from each termination point on each end of the wire in question. An appropriate font size shall be used to make the label legible at arm's length.

7. Physical Arrangements (For Panel Field Installation):

- a. The wiring shall be neat and workmanlike, bundled in harnesses.
- b. Wiring outside wire ways shall be trained in bundles and secured with "Ty-raps." Wires in bundles shall be parallel and not intertwined, twisted, or kinked.
- c. Screwdriver access to device and block terminals shall not be hindered by wire ways, wire bundles, or any other devices mounted in the panels.

8. Terminations/Terminal Blocks:

- a. Terminal blocks shall be manufactured by Penn-Union, *no exceptions*.
- b. Terminal blocks shall be provided to terminate the Owner's wiring entering the panels plus those needed by the Panel Fabricator for internal wiring. Fifteen percent (15%) of the unused (Spare) terminal points distributed among the active points shall be provided.
- c. Terminal blocks shall be installed in vertical channel brackets as indicated on the drawings and located to facilitate ease of connection for the Owner's wiring.
- d. All termination lugs shall be of the un-insulated ring tongue type. The following lug types manufactured by Burndy shall be used with no exceptions: YAV10, YAV-10L36, and YAV-10T. "Y" or open-type terminations are not permitted. If devices require stranded or solid conductors are to be terminated without ring tongue lugs, and the stranded or solid conductors shall be furred before termination to protect the conductors from damage. See

section 5, paragraph G above, for possible exceptions to lug type YAV14L36 due to wiring to the SEL 2440.

9. Grounding:

- a. Each panel shall be provided with a copper ground bus. The ground bus shall extend the entire panel width to connect to the adjacent panel's ground bus, providing a continuous bus for all panels. The ground bus shall be drilled and tapped to accommodate ground connections required from panel-mounted devices. Additional Drilled and Tapped "spare" holes shall be provided with spare Stainless-Steel screws inserted.

10. Nameplates:

- a. Nameplates of laminated construction shall be provided with vertical capital letters. The completed nameplate shall have white letters on a black background. All units and circuit components shall be identified with nameplates. Nameplates shall be firmly attached as described in section 4 (Device Identification) paragraph B.
- b. All switches, pushbuttons, indicating lamps, etc., shall be identified by nameplates.
- c. All fuses, auxiliary relays, and other devices mounted inside the units shall be identified by nameplates.

11. Switchboard Components:

- a. The major items of equipment to be mounted on the control and relay panels, for each substation project, are listed in **Exhibit C – Price Proposal** and in this **Exhibit B's Control Panel Design Requirements**. Substitution of devices listed shall not be allowed unless approved by the City of Ocala in writing. Exhibits C & B identify the principal relays and devices to be used in connection with the work for each substation panel. Terminal blocks, fuse blocks, wire, nameplates, and miscellaneous items not specifically itemized in Exhibit C or B shall be provided as required.
 - i. All control switches and lockout relays shall be furnished for thick panels of one-eighth inch (1/8").
 - ii. All lock-out relays shall have a connection point between the two normally closed contacts in series with the operating coil.
 - iii. All light bulbs shall be LED-type bulbs.

12. Test Switches:

- a. Relay and metering test switches (current short-circuiting switches and/or voltage disconnecting switches) shall be provided, as listed, to permit the removal of relays, meters, or other devices from service for calibration.

PROJECT EXECUTION

1. General:

- a. The general arrangement shall follow the layout shown on the created drawings as closely as practical. The reason for deviation from the design shown on the drawings shall be submitted to the Project Manager for evaluation before manufacture. The installation shall

be neat and workmanlike.

2. Assemble:

- a. Panel stiffeners shall be used to restore the stiffness to its original uncut rigidity where multiple equipment cutouts have reduced it.
- b. All switchboard panels shall be electrically grounded individually, with provisions provided to bond each section solidly to the next and allow for connection with a #4 Copper to the outside Ground.
- c. Others shall perform any required field assembly of the switchboard panels. The switchboard panels shall be structurally secured to the floor and set plumb and level.
- d. During Transportation and Delivery, precautions shall be taken to ensure that Switchboards are covered and/or protected from any transportation hazards. Upon Delivery, Scratches or damage shall be restored to the original specified condition.

3. Shipping:

- a. For transportation, each panel assembly shall be palletized on a 42" square minimum sized Pallet (not to exceed 48"). The Pallet shall be made of material that supports the weight and stresses involved in shipping the panels in the upright position. Panels shall be bolted to the pallet, and additional support shall be added to keep the pallets upright during shipping. A suitable substitution may be used, provided the Project Manager approves it.
- b. The panel assemblies shall be covered with a 2-mil opaque plastic bag and then wrapped with shipping plastic wrap. Adequate foam and wooden protection shall be placed over the front-side components to protect them from hazards during shipping. A suitable substitution may be used if approved by the Ocala Engineer.

4. Testing:

- a. **Factory Test** – Each switchboard or control panel shall be completely fabricated, assembled, and wire-checked against AC and DC schematics that the winning bidder will engineer. Testing shall include, but is not limited to:
 - i. Point-to-point wire continuity testing.
 - ii. Current and voltage input testing for each input.
 - iii. Insure proper current trace from each shorting block through each relay and its return path.
 - iv. General control testing of manual controls, shorting test switches, and trip disconnects.
 - v. Any discrepancies between engineered wiring diagrams and expected results shall be reported to the Project Manager for further design evaluation.

SUBMITTALS AND REVIEW

1. **Shop Drawings:** Shop drawings will be engineered, drawn, and submitted to the City along with a list of material and/or equipment supplemented, with descriptive bulletins, and/or other information necessary to completely describe the material and/or equipment's function and design. **Shop drawings**

shall be submitted within 60 days from the date of Notice to Proceed (NTP). All test data required must be submitted to the City of Ocala for review before invoice submission for each material or equipment category.

- a. All paper shop drawing submissions required to be delivered to Ocala Electric Utilities shall be mailed, and one electronic copy shall be furnished on a disc in a format compatible with AutoCAD Release 2024 to Ocala Utility Services, 1805 NE 30th Avenue, Building 400, Ocala, FL 34470. A minimum of three (3) paper copies are required. If the Contractor desires the return of more than one (1) paper copy, the appropriate number of additional copies must be submitted.
- b. Certified copies of drawings, instruction books, material lists, and operations & maintenance manuals shall be provided for each category of equipment furnished.

2. Shop Drawing Review:

- a. Failure by the City of Ocala for reasons other than actions or omissions on the part of the Contractor to return shop drawings within fifteen (15) days from the date of receipt thereof shall constitute the basis for a day-for-day extension in the proposed delivery schedule. Failure by the City of Ocala to return shop drawings within fifteen (15) days due to actions or omissions on the part of the Contractor shall not constitute grounds for an extension of the proposed delivery time.
- b. A maximum of two reviews for each submittal will be allowed to establish conformance with the specification. In the event an item has been determined by the City of Ocala not to be in conformance with the contract requirements after two reviews, the Contractor shall pay the City of Ocala an amount equal to the cost incurred by the City to perform additional submittal reviews required to establish conformance with the specification. These costs will be deducted from the Contractor's retainage before final payment.

| | | | |
|--|-------------------------------|--|------------------------|
|  | Bidder name | | Bidder Location |
| | POWERSERVE TECHNOLOGIES, INC. | | JUPITER, FL |

DEARMIN SUBSTATION - RELAY PARTS LIST

| ITEM | Manufacturer | Catalog No. | Description | Device | QTY | UNIT COST | EXTENDED COST |
|---|--------------|--------------|---|-------------------------------|-----|--------------|----------------------|
| 1 | NA | Relay Panels | Refer to Exhibit B - Technical Specifications | | 7 | \$ 21,976.83 | \$ 153,837.81 |
| 2 | SEL | 387#0103 | SEL 387 / 125VDC | 87T1, 87T2, 87B1,87B2 | 4 | \$8,953.02 | \$ 35,812.08 |
| 3 | SEL | 311#J6VH | SEL 311 / 125VDC | 21/67 | 3 | \$7,541.83 | \$ 22,625.49 |
| 4 | SEL | 351#GEDW | SEL 351 / 125VDC | 51T1,51T2,32T1,32T2,51BF,51BF | 6 | \$4,148.79 | \$ 24,892.74 |
| TOTAL EXTENDED COST - DEARMIN SUBSTATION | | | | | | | \$ 237,168.12 |

WATER PLANT SUBSTATION - RELAY PARTS LIST

| ITEM | Manufacturer | Catalog No. | Description | Device | QTY | UNIT COST | EXTENDED COST |
|---|--------------|--------------|---|-----------|-----|--------------|----------------------|
| 1 | NA | Relay Panels | Refer to Exhibit B - Technical Specifications | | 2 | \$ 21,976.83 | \$ 43,953.66 |
| 2 | SEL | 387A | SEL 387 / 48VDC | 87T1 | 1 | \$8,953.02 | \$ 8,953.02 |
| 3 | SEL | 351-6 | SLE 351 / 48VDC | 51T1,87B1 | 2 | \$4,148.79 | \$ 8,297.58 |
| TOTAL EXTENDED COST - WATERPLANT SUBSTATION | | | | | | | \$ 61,204.26 |
| TOTAL BID (DEARMIN & WATERPLANT SUBSTATIONS) | | | | | | | \$ 298,372.38 |

Clarifications

1) **Exhibit B - Control Panel Design Requirements**

Section 1. Equipment

Subsection b. - Dearmin Substation and Water Plant Substation

Item 9 - "GE/ 957805C/ 95 LOR Oval Handle, 20 contacts 10NO, 10NC" is no longer commercially available.

This device was an Electros witch LOR, part number 7805C which was re-branded by GE. We propose the Electros witch LOR, part number 7805D (125VDC coil) as an equivalent substitute in the Dearmin Sub panels and Electros witch LOR, part number 7805C (48VDC coil) as an equivalent substitute in the Water Plant Sub panels.

2) **Exhibit B - Control Panel Design Requirements**

Section 2. Metal Work

Items b and c: PSTI will provide powder coat finish on all panel metal components to match existing station panel color.

3) There is an opportunity to combine some relay functions into single SEL relays for improved efficiency. Powerserve has expertise in this area and will work with the City of Ocala to optimize the design of the protective scheme, that could result in subsequent savings for the City of Ocala.

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Relay & Panel - Design and Furnishing (Dearmin & Water Plant Substations)**
 ProRF# ID: ITB0423250000059
 Solicitation: **ITB#ELE/250610**
 ProRF# Type: ITB: Supplies
 Bids: 4



Senior Buyer: Eileen Marquez
 Buyer Email: em Marquez@jupiafl.org
 Buyer Phone: 352-629-8362
 Notifications Sent: 21,823

6/4/2025 Notice of Intent to Award to Powerserve Technologies Inc., pending City Council approval.

| Bidder Name | Office Location | Total Bid Amount |
|--|---------------------------|-------------------------|
| Powerserve Technologies Inc. | Jupiter, FL | \$298,372.38 |
| SEL Engineering Services, Inc. | Pullman, WA | \$375,000.00 |
| Electric Machine Control, Inc. | Trussville, AL | \$438,281.81 |
| Electrical Power Products, Inc. | Des Moines, IA | \$272,881.00 |

**REJECTED: Non-compliant. Did not upload a completed Exhibit B - Price Proposal*

| Bidder Location: | | | | | | Powerserve Technologies Inc. Jupiter, FL | | SEL Engineering Services, Inc. Pullman, WA | | Electric Machine Control, Inc. Trussville, AL | | Electrical Power Products, Inc. Des Moines, IA | |
|---|--------------|--------------|---|------------------------------------|-----|--|---------------|--|---------------|---|---------------|---|---------------|
| DEARMIN SUBSTATION - RELAY PARTS LIST | | | | | | UNIT COST | EXTENDED COST | UNIT COST | EXTENDED COST | UNIT COST | EXTENDED COST | UNIT COST | EXTENDED COST |
| ITEM | Manufacturer | Catalog No. | Description | Device | QTY | | | | | | | | |
| 1 | NA | Relay Panels | Refer to Exhibit B - Technical Specifications | | 7 | \$ 21,976.83 | \$ 153,837.81 | \$ 32,999.35 | \$ 230,995.45 | \$ 41,663.31 | \$ 291,643.17 | \$ - | \$ - |
| 2 | SEL | 387#D103 | SEL 387 / 125VDC | 8771, 8772, 8781, 8782 | 4 | \$ 8,953.02 | \$ 35,812.08 | \$ 6,964.77 | \$ 27,859.08 | \$ 5,806.51 | \$ 23,226.04 | \$ - | \$ - |
| 3 | SEL | 311#JGVH | SEL 311 / 125VDC | 21/67 | 3 | \$ 7,541.83 | \$ 22,625.49 | \$ 6,094.41 | \$ 18,283.23 | \$ 6,097.41 | \$ 18,292.23 | \$ - | \$ - |
| 4 | SEL | 351#GEDW | SEL 351 / 125VDC | 5111, 5112, 3211, 3212, 518F, 518F | 6 | \$ 4,148.79 | \$ 24,892.74 | \$ 3,268.74 | \$ 19,612.44 | \$ 3,352.55 | \$ 20,115.30 | \$ - | \$ - |
| TOTAL EXTENDED COST - DEARMIN SUBSTATION | | | | | | | \$ 237,168.12 | | \$ 296,750.20 | | \$ 353,276.74 | | \$ - |
| WATER PLANT SUBSTATION - RELAY PARTS LIST | | | | | | UNIT COST | EXTENDED COST | UNIT COST | EXTENDED COST | UNIT COST | EXTENDED COST | UNIT COST | EXTENDED COST |
| ITEM | Manufacturer | Catalog No. | Description | Device | QTY | | | | | | | | |
| 1 | NA | Relay Panels | Refer to Exhibit B - Technical Specifications | | 2 | \$ 21,976.83 | \$ 43,953.66 | \$ 32,999.33 | \$ 65,998.66 | \$ 36,246.73 | \$ 72,493.46 | \$ - | \$ - |
| 2 | SEL | 387A | SEL 387 / 48VDC | 8771 | 1 | \$ 8,953.02 | \$ 8,953.02 | \$ 5,546.04 | \$ 5,546.04 | \$ 5,806.51 | \$ 5,806.51 | \$ - | \$ - |
| 3 | SEL | 351-6 | SEL 351 / 48VDC | 5111, 8781 | 2 | \$ 4,148.79 | \$ 8,297.58 | \$ 3,352.55 | \$ 6,705.10 | \$ 3,352.55 | \$ 6,705.10 | \$ - | \$ - |
| TOTAL EXTENDED COST - WATERPLANT SUBSTATION | | | | | | | \$ 61,204.26 | | \$ 78,249.80 | | \$ 85,005.07 | | \$ - |
| TOTAL BID (DEARMIN & WATERPLANT SUBSTATIONS) | | | | | | | \$ 298,372.38 | | \$ 375,000.00 | | \$ 438,281.81 | | \$ - |



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1461

Agenda Item #: 10g.

Submitted By: Tiffany Stewart

Presentation By: Darren Park

Department: Public Works

STAFF RECOMMENDATION (Motion Ready):

Approve award of a two-year contract with Brian Bombassei, LLC for miscellaneous pavement striping and marking services in an amount not to exceed \$100,000

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence, Quality of Place

PROOF OF PUBLICATION:

Bid Released to Public: 3/27/2025

BACKGROUND:

During routine maintenance evaluations of roads and parking lots, the Public Works Traffic Division identifies areas where the existing pavement markings are worn, faded, and in need of replacement. The work primarily consists of small-scale jobs and handwork. The areas identified are then prioritized and programmed into our maintenance replacement schedule. Public Works lacks the necessary staff to perform this work in a timely manner.

FINDINGS AND CONCLUSIONS:

On March 27, 2025, the City issued an Invitation to Bid (ITB) No.: PWD/250466 for the provision of miscellaneous pavement striping services. Bids were requested and received on a line-item price basis. Estimated quantities were utilized to evaluate price reasonableness. Three responsive bids were received with the following results:

| Bidder Name | Office Location | Total Bid Amount |
|-------------------------|------------------|------------------|
| Brian Bombassei, LLC | Ocala, FL | \$749,945.00 |
| McShea Contracting, LLC | Lehigh Acres, FL | \$858,260.00 |
| Ayopa, Inc | Sanford, FL | \$888,936.90 |

Brian Bombassei, LLC was found to be the lowest responsive and responsible bidder. Staff recommends approval of the contract with Brian Bombassei, LLC for a two-year term, beginning July 2, 2025, and ending July 1, 2027, with two optional one-year renewal periods.

FISCAL IMPACT:

Funding for this contract has been budgeted in account 109-023-201-541-54-31010 for Fiscal Year 2024-25 in the amount of \$12,500; \$50,000 has been budgeted in account 109-023-201-541-54-31010 for Fiscal Year 2025-26; and \$37,500 will be budgeted in account 109-023-201-541-54-31010 for Fiscal Year 2026-27.

PROCUREMENT REVIEW:

These services were procured in compliance with the City’s Procurement Policy.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

MISCELLANEOUS PAVEMENT STRIPING AND MARKING SERVICES AGREEMENT

THIS MISCELLANEOUS PAVEMENT AND MARKING SERVICES AGREEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **BRIAN BOMBASSEI, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 46-4300823) ("Contractor").

WHEREAS, on March 27, 2025, City issued an Invitation to Bid for the provision of materials, labor, and equipment necessary for the placement or replacement of roadway pavement striping and markings, ITB No.: PWD/250466 (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 Brian Bombassei, LLC, was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide roadway pavement striping and marking services for various locations within the City (the "Project"); and

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

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

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

- Exhibit A: Scope of Work (A-1 through A-3)
- Exhibit B: Price Proposal (B-1 through B-3)
- Exhibit C: Manual on UTCD (C-1 through C-2)
- Exhibit D: Object Markers & Delineators (D-1 through D-16)
- Exhibit E: Hilton Parking Specifications (E-1)
- Exhibit F: Pavement Marking Materials (F-1 through F-13)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E, then (6) Exhibit F.

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

4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the unit pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.
- A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.
- B. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall invoice once at least once a month. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Public Works Attn: Nick Blizzard, Address: 1805 NE 30th Avenue, Building 300, Ocala, Florida 34470** E-Mail: njblizzard@ocalafl.gov.
- C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- E. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

- F. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer’s Certification of Exemption 85-8012621655C-9). The City’s Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City’s Tax Exemption Number for securing materials listed herein.
5. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **JULY 2, 2025**, and continue in effect for a term of **TWO (2) YEARS**, through and including **JULY 1, 2027** (the “Term”). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.
 6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party (“Force Majeure”). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
 7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
 - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the City Project Manager’s review of Contractor’s work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor’s work in progress or for the means,

methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
 - A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Contractor provides material that does not meet the specifications of the Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
 - B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
 - C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
 - (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
 - D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
- A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and

(3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
 - A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
 - A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
 - B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
 - C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
15. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and

covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

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

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
- B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
- C. Policy must include coverage for contractual liability and independent contractors.
- D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

- A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
- B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
- C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue

after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
 - E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
 - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
24. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all

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

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

If to Contractor: Brian Bombassei, LLC
Attention: Brian Bombassei
2311 SE 7th Avenue
Ocala, Florida 34471
Phone: 352-266-9181
E-mail: babomb@embarqmail.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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

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

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

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

BRIAN BOMBASSEI, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

Contractor shall provide all materials, labor, and equipment for placement and/or replacement of roadway pavement striping and markings for pavement striping services. The work will consist of mostly small hand work on intersections, crosswalks, turn lanes, parking lots that will have different bases of pavement (ex: asphalt or concrete).

A walk-behind thermoplastic applicator, water base line striper, or the proper means to install pre-form thermoplastic and the proper equipment to obliterate old pavement markings without scarring the pavement will be needed. The striping design and pavement marking layout must comply with ADA regulations.

This work includes, but is not limited to, pavement edge lines, stop bars, crosswalks, skip traffic stripes, solid traffic stripes, directional arrows, pavement messages, island nose reflective paint, reflective pavement markers and flexible breakaway delineator posts.

Note: Minor scraping of the Right-of-Way (ROW) may be necessary to ensure proper installation or replacement of the pavement edge lines. However, no long-line or truck-mounted striping shall be required for this process.

WORK SCHEDULES AND MAINTENANCE OF TRAFFIC

The Contractor shall schedule work to minimize impact on the peak traffic periods. Peak periods are defined as 7:00 a.m. to 9:00 a.m., and 4:00 p.m. to 6:00 p.m., Monday through Friday. No lane closures shall be permitted during the peak periods.

CONTRACTOR REQUIREMENTS

Work performed in FDOT right of way must comply with local FDOT work time constraints.

- A. The Contractor shall provide maintenance of traffic in accordance with the latest **FDOT Standard Plans index 100-600 Series** for the project. Failure to comply with this requirement will result in complete shutdown by the City Traffic Engineer with no additional compensation to the Contractor. Driveway access shall be always maintained.
- B. Contractor shall provide sufficient signage, proper flagging operations and barricade placement to ensure the safety of Vehicular and Pedestrian traffic at all locations where work is being done for this project following the latest **FDOT Standard Plans index 100-600 Series**.
- C. The Contractor shall always maintain 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. 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.
- D. Contractor must have the ability to perform work inside a parking garage limited to 7' clearance.

PROJECT SPECIFICATIONS

This project will require the Contractor to have the following specifications, standards, and documents for the City of Ocala:

Florida Department of Transportation (FDOT) Design Standards which can be obtained by downloading from: <https://www.fdot.gov/design/standardplans/current/default.shtm>

Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction (latest edition) which can be obtained by downloading from:

<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>

Manual on Uniform Traffic Control Devices (MUTCD) which can be obtained by downloading from:

<https://www.fdot.gov/traffic/trafficservices/mutcd.shtm>

- A. **Quality Control:** The Contractor shall be responsible for the professional quality, workmanship, and accuracy of all projects. Any errors or deficiencies shall be corrected by the Contractor at no additional cost to the City.
- B. All material shall follow the **Approved Product List (APL) from the Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction latest edition.**
- C. **Retroreflectivity:** Apply white and yellow pavement markings that will attain an initial Retroreflectivity of not less than 450 mcd/lx·m² and not less than 350 mcd/lx·m², respectively for all longitudinal lines. All chevrons, diagonal lines, stop lines, messages, symbols, and arrows will attain an initial Retroreflectivity of not less than 300 mcd/lx·m² and 250 mcd/lx·m² for white and yellow respectively. All crosswalks, railroad dynamic envelopes and bicycle markings shall attain an initial Retroreflectivity of not less than 275 mcd/lx·m². Black pavement markings must have a retro reflectance of less than 5 mcd/lx m².

CONTRACTOR EMPLOYEES AND EQUIPMENT

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

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Contractor shall be responsible for all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

PROJECT MANAGEMENT

The Contractor shall identify a project manager for the project and provide emergency and non-emergency telephone numbers to the City upon award of contract. The Contractor shall provide a project schedule before any work commences.

Contractor shall always provide supervision of all work crews while performing work under this contract. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

|  | CONTRACTOR NAME | | LOCATION |
|--|--|-----|-----------|
| | BRIAN A BOMBASSEI, LLC | | OCALA FL |
| ITEM | DESCRIPTION | UOM | UNIT COST |
| 0706 1 | Retro-Reflective Pavement Markers (Remove) | EA | \$ 0.35 |
| 0706 3 | Retro-Reflective Pavement Markers | EA | \$ 4.00 |
| 0710 11111 | Painted Pavement Markings, Standard, White, Solid, 6" | LF | \$ 0.28 |
| 0710 11122 | Painted Pavement Markings, Standard, White, Solid, 8" | LF | \$ 0.35 |
| 0710 11123 | Painted Pavement Markings, Standard, White, Solid, 12" | LF | \$ 0.60 |
| 0710 11124 | Painted Pavement Markings, Standard, White, Solid, 18" | LF | \$ 0.95 |
| 0710 11125 | Painted Pavement Markings, Standard, White, Solid, 24" | LF | \$ 1.25 |
| 0710 11131 | Painted Pavement Markings, Standard, White, Skip, 6", 10-30 Or 3-9 Skip | LF | \$ 0.17 |
| 0710 11151 | Painted Pavement Markings, Standard, White, Dotted / Guideline/ 6-10 Gap Extension, 6" | LF | \$ 0.20 |
| 0710 11160 | Painted Pavement Markings, Standard, White, Message | EA | \$ 30.00 |
| 0710 11170-C | Painted Pavement Markings, Standard, White, Combination Arrows | EA | \$ 60.00 |
| 0710 11170 | Painted Pavement Markings, Standard, White, Arrows | EA | \$ 30.00 |
| 0710 11180 | Painted Pavement Markings, Standard, White, Yield Line | LF | \$ 1.25 |
| 0710 11211 | Painted Pavement Markings, Standard, Yellow, Solid, 6" | LF | \$ 0.28 |
| 0710 11222 | Painted Pavement Markings, Standard, Yellow, Solid, 8" | LF | \$ 0.35 |
| 0710 11223 | Painted Pavement Markings, Standard, Yellow, Solid, 12" | LF | \$ 0.60 |
| 0710 11224 | Painted Pavement Markings, Standard, Yellow, Solid, 18" | LF | \$ 0.95 |
| 0710 11231 | Painted Pavement Markings, Standard, Yellow, Skip, 6" | LF | \$ 0.17 |
| 0710 11251 | Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline/6-10 Gap Extension, 6" | LF | \$ 0.20 |
| 0710 11311 | Painted Pavement Markings, Standard, Black, Solid, 6" | LF | \$ 0.28 |
| 0710 11331 | Painted Pavement Markings, Standard, Black, Skip, 6" | LF | \$ 0.17 |
| 0710 11333 | Painted Pavement Marking, Standard, Black, 3'-9' Skip, 12" | LF | \$ 0.25 |
| 0710 11351 | Painted Pavement Markings, Standard, Black, Dotted/Guideline/ 6-10 Gap Extension, 6" | LF | \$ 0.17 |
| 0710 11421 | Painted Pavement Markings, Standard, Blue, Solid, 6" | LF | \$ 0.28 |
| 0710 11421-S | Painted Pavement Markings, Standard, Blue, Handicap Symbol | EA | \$ 30.00 |
| E711 11121 | Thermoplastic, Standard, White, Solid, 6" | LF | \$ 1.35 |
| E711 11141 | Thermoplastic, Standard, White, Skip, 6" | LF | \$ 1.75 |
| 0711 11123 | Thermoplastic, Standard, White, Solid, 12" | LF | \$ 2.65 |
| 0711 11124 | Thermoplastic, Standard, White, Solid, 18" | LF | \$ 3.70 |
| 0711 11125 | Thermoplastic, Standard, White, Solid, 24" | LF | \$ 6.50 |
| 0711 11141 | Thermoplastic, Standard, White, 2-4 Dotted Guideline/ 6-10 Gap Extension, 6" | LF | \$ 1.40 |
| 0711 11144 | Thermoplastic, Standard, White, 2-2 Dotted Extension Line, 12" | LF | \$ 3.60 |
| 0711 11131 | Thermoplastic, Standard, White, 6" 10'x30' Skip Stripe | LF | \$ 1.40 |
| 0711 11160 | Thermoplastic, Standard, White, Message or Symbol | EA | \$ 95.00 |
| 0711 11170 | Thermoplastic, Standard, White, Arrow | EA | \$ 90.00 |
| 0711 11170-C | Thermoplastic, Standard, White, Combination Arrow | EA | \$ 180.00 |
| 0711 11180 | Thermoplastic, Standard, White, Yield Line | LF | \$ 4.60 |
| E711 11221 | Thermoplastic, Standard, Yellow, Solid, 6" | LF | \$ 1.35 |
| 0711 11222 | Thermoplastic, Standard, Yellow, Solid, 8" | LF | \$ 1.00 |
| 0711 11223 | Thermoplastic, Standard, Yellow, Solid, 12" | LF | \$ 2.65 |
| 0711 11224 | Thermoplastic, standard, yellow, solid, 18" | LF | \$ 3.70 |
| 0711 11225 | Thermoplastic, Standard, Yellow, Solid, 24" | LF | \$ 6.50 |
| E711 11241 | Thermoplastic, Standard, Yellow, Skip, 6" | LF | \$ 1.40 |
| 0711 11251 | Thermoplastic, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6" | LF | \$ 1.40 |
| 0711 11421 | Thermoplastic, Standard, Blue, Solid, 6" | LF | \$ 3.00 |
| 0711 11421-S | Thermoplastic Pavement Markings, Standard, Blue, Handicap Symbol | EA | \$ 300.00 |
| 0711 12121 | Thermoplastic, Refurbishment, White, Solid, 6" | LF | \$ 805 |

| ITEM | DESCRIPTION | UOM | UNIT COST |
|---------------|---|-----|-----------|
| 0711 12122 | Thermoplastic, Refurbishment, White, Solid, 8" | LF | \$ 1.55 |
| 0711 12123 | Thermoplastic, Refurbishment, White, Solid, 12" | LF | \$ 2.60 |
| 0711 12124 | Thermoplastic, Refurbishment, White, Solid, 18" | LF | \$ 3.65 |
| 0711 12125 | Thermoplastic, Refurbishment, White, Solid, 24" | LF | \$ 6.25 |
| E711 12141 | Thermoplastic, Refurbishment, White, Skip, 6" | LF | \$ 1.35 |
| 0711 12141 | Thermoplastic, Refurbishment, White, 2-4 dotted guideline / 6-10 gap extension, 6", | LF | \$ 1.35 |
| 0711 12160 | Thermoplastic, Refurbish, White, Message | EA | \$ 90.00 |
| 0711 12170 | Thermoplastic, Refurbish, White, Arrows | EA | \$ 90.00 |
| 0711 12170-C | Thermoplastic, Refurbish, White, Combination Arrows | EA | \$ 180.00 |
| 0711 12221 | Thermoplastic, Refurbishment, Yellow, Solid, 6" | LF | \$ 1.35 |
| 0711 12222 | Thermoplastic, Refurbishment, Yellow, Solid, 8" | LF | \$ 1.55 |
| 0711 12224 | Thermoplastic, Refurbishment, Yellow, Solid, 18" | LF | \$ 3.60 |
| 0711 12231 | Thermoplastic, Refurbishment, Yellow, Skip, 6" | LF | \$ 1.30 |
| 0711 12241 | Thermoplastic, refurbishment, yellow 2-4 dotted guideline/ 6-10 gap extension, 6" | LF | \$ 1.30 |
| 0711 14121 | Thermoplastic, Preformed, White, Solid, 6" | LF | \$ 6.00 |
| 0711 14122 | Thermoplastic, Preformed, White, Solid, 8" | LF | \$ 8.00 |
| 0711 14123 | Thermoplastic, Preformed, White, Solid, 12" | LF | \$ 9.00 |
| 0711 14124 | Thermoplastic, Preformed, White, Solid, 18" | LF | \$ 15.00 |
| 0711 14125 | Thermoplastic, Preformed, White, Solid, 24" | LF | \$ 20.00 |
| 0711 14131 | Thermoplastic, Preformed, White, Skip, 6" | LF | \$ 6.00 |
| 0711 14160 | Thermoplastic, Preformed, White, Message | EA | \$ 350.00 |
| 0711 14170 | Thermoplastic, Preformed, White, Arrows | EA | \$ 350.00 |
| 0711 14170-C | Thermoplastic, Preformed, White, Combination Arrows | EA | \$ 450.00 |
| 0711 14180 | Thermoplastic, Preformed, White, Yield Line | LF | \$ 300.00 |
| 0711 14221 | Thermoplastic, Preformed, Yellow, Solid, 6" | LF | \$ 6.00 |
| 0711 14222 | Thermoplastic, Preformed, Yellow, Solid, 8" | LF | \$ 8.00 |
| 1711 14241 | Thermoplastic, Preformed, Yellow, 2-4 Dotted Guideline | LF | \$ 6.00 |
| 0711 14421 | Thermoplastic, Preformed Standard, Blue, Solid, 6" | LF | \$ 6.00 |
| 0711 11421-PH | Thermoplastic, Preformed Pavement Markings, Standard, Blue, Handicap Symbol | EA | \$ 250.00 |
| 0711 14224 | Thermoplastic, Preformed, Yellow, Solid, 18" | LF | \$ 15.00 |
| 0711 14123 | Thermoplastic, Preformed, White, Solid, 12" | LF | \$ 9.00 |
| 0711 14125 | Thermoplastic, Preformed, White, Solid, 24" | LF | \$ 20.00 |
| 0711 14560 | Thermoplastic, Preformed, White with Black Contrast, Message | EA | \$ 350.00 |
| 0711 14160-PB | Thermoplastic Preformed Pavement Markings, Standard, Bike Symbol | EA | \$ 200.00 |
| 0711 14141 | Thermoplastic, Preformed, White, 2-4 Dotted Guideline | LF | \$ 5.00 |
| 0711 14570 | Thermoplastic, Preformed, White with Black Contrast, Arrow | EA | \$ 500.00 |
| E711 14 1 | Thermoplastic, Preformed, White, Helmeted Bicyclist Symbol | EA | \$ 200.00 |
| E711 14 3 | Thermoplastic, Preformed, White, Bike Lane Arrow | EA | \$ 115.00 |
| 0711 14-CDG | Clearing Dirt / Grass from Edge-Line | LF | \$ 1.00 |
| 0711 14-LMK | Lay-Out for Markings | SF | \$ |

| ITEM | DESCRIPTION | UOM | UNIT COST |
|-------------|---|-----|-----------|
| 0711 14-LS | Lay-Out for Symbol | SF | \$ 1.00 |
| 0711 14-LME | Lay-Out for message | SF | \$ 1.00 |
| 0711 14-RG | Remove existing marking Grinding | SF | \$ 1.25 |
| 0711-14-RWB | Remove existing marking Water Blast | SF | \$ 5.00 |
| 0711 14-HHP | Maintenance /Installation of Painted Specialty Hilton Hotel Parking Garage Markings | EA | \$ 25.00 |

Manual on Uniform Traffic Control Devices

In accordance with [Section 316.0745, Florida Statutes](#), the Department of Transportation has adopted the U.S. Department of Transportation, Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) by [Rule 14-15.010, F.A.C.](#)

The MUTCD is a compilation of national standards for all traffic control devices, including road markings, highway signs, and traffic signals. The MUTCD defines the standards used by road managers nationwide to install and maintain traffic control devices on all public streets, highways, bikeways, and private roads open to public travel. The MUTCD is published by the Federal Highway Administration (FHWA) under [23 Code of Federal Regulations \(CFR\), Part 655, Subpart F](#).

The most current version of the MUTCD is the 2009 Edition with Revision Numbers 1 and 2 incorporated. It can be viewed from the Federal Highway Administration's website in both [PDF](#) and [HTML](#) versions.

Request to Experiment (RTE)

What is a MUTCD Request to Experiment?

MUTCD [Requests to Experiment](#) (RTE) include a new traffic control device or a different application of an existing device that will improve road user safety or operation, but the device or application is not currently compliant with or not included in the MUTCD. All RTE's should originate with the State/local highway agency or toll operator responsible for managing the roadway or controlled setting where the experiment will take place. The FHWA must approve the RTE before it begins.

What is the process to conduct a MUTCD Request to Experiment in Florida?

[Section 1A.10 of the MUTCD](#) contains the guidance and process necessary to submit a RTE along with a [flow chart on the experimentation process](#).

For all state roads, the State Traffic Operations Engineer in the State Traffic Engineering and Operations Office is responsible for submitting all MUTCD RTE's on state roads in Florida. For a non-state road, the request must be made through the local agency with jurisdiction over the road.

In accordance with FHWA requirements, the RTE must evaluate conditions both before and after installation of the experimental device and describe the measurements of effectiveness (MOEs) of the safety and operational benefits (e.g., better visibility, reduced congestion).

A list of all current RTE locations on the state highway system can be accessed through our [eTraffic online map](#).

Interim Approval (IA)

What is a MUTCD Interim Approval?

[Section 1A.10 of the MUTCD](#) also contains a provision authorizing FHWA to issue [Interim Approvals](#) (IA's), which allow the interim use, pending official rulemaking, of a new traffic control device, a revision to the application or

manner of use of an existing traffic control device, or a provision not specifically described in the MUTCD.

Interim Approvals are considered by the FHWA based on the results of successful experimentations, studies, or research, and an intention to place the new or revised device into a future rulemaking process for MUTCD revisions.

What are the Active IA's in Florida?

The following IA's that are currently authorized for use on state roads in Florida include:

- IA-12:** Optional Use of Traffic Signal Photo Enforced Signs
- IA-14:** Optional Use of Green Colored Pavement for Bike Lanes
- IA-16:** Optional Use of Bicycle Signal Faces
- IA-18:** Optional Use of Intersection Bicycle Box
- IA-20:** Optional Use of Two-Stage Bicycle Turn Boxes
- IA-21:** Optional Use of Rectangular Rapid Flashing Beacon (RRFB) at Uncontrolled Crosswalks.

Click [HERE](#) for a complete list of IA's authorized by FHWA.

For information on non-state (local) roads, please contact the local agency.

A list of all current IA locations on the state highway system can be accessed through our [eTraffic online map](#).

Helpful Links

[FDOT's Roadway Design Bulletin 10-05](#) provides information on the implementation of the MUTCD in Florida.

A list of [Frequently Asked Questions](#) about the MUTCD has been developed by FHWA to help answer a wide variety of the MUTCD's most frequently asked questions.

[Compliance dates](#) for replacing non-compliant traffic control devices on existing highways and bikeways in accordance with MUTCD requirements have also been established by FHWA.

The MUTCD [Official Rulings](#) is a resource that allows web site visitors to obtain information about requests for changes, experiments, and interpretations related to the MUTCD that have been received by the FHWA. The current status of experiments, as well as any contact information for the requestor that has been made a part of the public record, is also available. Click [HERE](#) for a complete list of Official MUTCD Interpretations issued by FHWA.

For additional information, please contact Alan EI-Urfali at Alan.EI-Urfali@dot.state.fl.us

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SECTION 705 OBJECT MARKERS AND DELINEATORS

705-1 Description.

Furnish and install object markers to mark obstructions within or adjacent to the roadway of the types and at the locations called for in the Standard Plans or in the Plans.
Furnish and install delineators along the side of the roadway to indicate the alignment of the roadway as indicated in the Standard Plans or in the Plans.

705-2 Materials.

705-2.1 General: Meet the following requirements:

- Object Markers and DelineatorsSection 993
- Retroreflective and Nonreflective
- Sign SheetingSection 994

705-2.2 Product Acceptance on the Project: Ensure that delineators and delineator posts are listed on the Department’s Approved Product List (APL).

705-3 Installation Requirements.

Install delineators and object markers in accordance with the MUTCD, Standard Plans and Plans. Place barrier delineators at a spacing of 25 feet for the first 100 feet of barrier and at 100 feet spacing thereafter. Orient barrier delineators as detailed in the Standard Plans or APL drawings.

705-4 Method of Measurement.

The quantity to be paid will be the number of delineators or object markers furnished, installed and accepted, with the exception of barrier delineators on new barriers, which are included in the cost of the barrier.

705-5 Basis of Payment.

Prices and payments will be full compensation for work specified in this Section, including the cost of labor, materials, and incidental items required to complete the work.
Payment will be made under:
Line Item Exhibit “E”

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SECTION 706 RAISED PAVEMENT MARKERS AND BITUMINOUS ADHESIVE**706-1 Description.**

Place raised pavement markers (RPMs) and adhesive, which upon installation produces a positive guidance system to supplement other reflective pavement markings.

706-2 Materials.

Use only Class B markers unless otherwise shown in the Plans.

Meet the requirements of Section 970.

706-2.1 Product Acceptance on the Project. Use only RPMs and bituminous adhesive that are listed on the Department's Approved Product List (APL). For Class F RPMs, provide a warranty assigned to the Department in accordance with Section 970.

706-3 Equipment.

Use equipment having either thermostatically controlled double boiler type units utilizing heat transfer oil or thermostatically controlled electric heating pots to install hot applied bituminous adhesive. Use a melter/applicator unit suited for both melting and pumping the bituminous adhesive through heated applicator hoses.

Heat the bituminous adhesive to between 375°F and 425°F and apply directly to the bonding surface from the melter/applicator by either pumping or pouring. Maintain the application temperature between 375°F and 425°F. The bituminous adhesive may be reheated. However, do not exceed the manufacturer's recommendations for pot life at application temperatures.

706-4 Application.

Install RPMs in accordance with the Plans and Standard Plans.

Apply RPMs to the bonding surface using bituminous or epoxy adhesives in accordance with the manufacturer's instructions.

For Class F RPMs, installation may include the removal of roadway surface material to recess a portion of the RPM housing.

Prior to application of adhesive, clean the portion of the bonding surface of any material which would adversely affect the adhesive.

Apply the adhesive to the bonding surface (not the RPM) so that 100% of the bonding area of the RPM will be covered, in accordance with adhesive manufacturer's recommendations. Apply sufficient adhesive to ensure that when the marker is pressed downward into the adhesive, adhesive will be forced out around the entire perimeter of the RPM.

Immediately remove excess adhesive from the bonding surface and exposed surfaces of the RPMs. Soft rags moistened with mineral spirits meeting Federal Specifications TT-T-291 or kerosene may be used to remove adhesive from exposed faces of the RPMs. Do not use any other solvent. If any adhesive, pavement marking materials or other foreign matter adheres to the traffic face of the RPM, replace the RPM at no cost to the Department.

Restore any areas impacted by the installation of Class F RPMs to original condition.

Ensure that all final RPMs are in place prior to opening the road to traffic.

If more than 2% of the RPMs fail in adhesion or alignment within the first 45 days under traffic, replace all failed RPMs at no expense to the Department. If more than 5% of the RPMs

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fail in adhesion and or alignment during the initial 45 day period, the Engineer will extend the replacement period an additional 45 days from the date that all replacement RPMs have been installed. If, at the end of the additional 45 day period, more than 2% of all RPMs (initial installation and 45 day replacements combined) fail in adhesion or alignment, replace all failed RPMs at no expense to the Department.

706-5 Contractor's Responsibility for Notification.

Notify the Engineer prior to the placement of RPMs. At the time of notification, submit the APL number and the batch or Lot numbers of RPMs and bituminous adhesive to be used.

706-6 Method of Measurement.

The quantities to be paid for will be the number of RPMs, furnished and installed, completed and accepted.

706-7 Basis of Payment.

706-7.1 Class B RPMs: Price and payment for Class B RPMs will not be measured or paid for separately when the item for painted pavement markings (Final Surface) is included in the proposal. Price and payment for all work and materials in this Section will be made in accordance with 710-11.2.

For projects without Final Surface Pavement Markings, price and payment for Class B RPMs will be full compensation for all work and materials in this Section.

706-7.2 Class F RPMs: Price and payment for Class F RPMs will be full compensation for all work and materials in this Section.

706-7.3 Payment Items: Line Item Exhibit "E"

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SECTION 709 TWO REACTIVE COMPONENTS PAVEMENT MARKINGS

709-1 Description.

Apply two reactive components pavement markings in accordance with the Contract Documents.

709-2 Materials.

Use only materials listed on the Department’s Approved Product List (APL) as an approved system and meeting the following requirements:

Two Reactive Components 971-1 and 971-8

Retroreflective Elements* 971-1.7

Glass Spheres* 971-1 and 971-2

*Use only retroreflective elements or glass spheres recommended by the manufacturer.

The Engineer will take random samples of the materials in accordance with the Department’s Sampling, Testing and Reporting Guide schedule.

709-3 Equipment.

Use equipment that will produce continuous uniform dimensions of pavement markings of varying widths and meets the following requirements:

1. Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, to produce a uniform application of the two reactive components material and capable of following straight lines and making normal curves in true arcs.
2. Capable of applying retroreflective elements or glass spheres to the surface of the completed line by an automatic retroreflective element dispenser attached to the pavement marking machine such that the retroreflective elements or glass spheres are dispensed closely behind the installed line. Use a retroreflective element or glass sphere dispenser equipped with an automatic cut-off control that is synchronized with the cut-off of the material and applies the retroreflective elements or glass spheres in a manner such that the retroreflective elements or glass spheres appear uniform on the entire pavement markings surface.
3. Capable of providing the manufacturer’s recommended mixing ratio between the components in a thorough and consistent manner.

709-4 Application.

709-4.1 General: Remove existing pavement markings, such that scars or traces of removed markings will not conflict with new pavement markings by a method approved by the Engineer. Before applying pavement markings, remove any material by a method approved by the Engineer that would adversely affect the bond of the pavement markings.

Offset longitudinal lines at least 2 inches from construction joints of portland cement concrete pavement.

Apply pavement markings to dry surfaces only, and when the ambient air and surface temperature is at least 40°F and rising.

Do not apply two reactive components pavement markings when winds are sufficient to cause spray dust.

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Apply two reactive components pavement markings to the same tolerances in dimensions and in alignment specified in 710-5. When applying two reactive components pavement marking over existing markings, ensure that not more than 2 inches on either end and not more than 1 inch on either side of the existing line is visible.

Apply the two reactive components pavement markings to the pavement in accordance with the manufacturer's instructions or as directed by the Engineer.

Conduct field tests in accordance with FM 5-541. Take test readings representative of the pavement marking performance. Remove and replace two reactive components pavement markings not meeting the requirements of this Section at no additional cost to the Department.

Apply all final pavement markings prior to opening the road to traffic.

709-4.2 Thickness: Apply two reactive components pavement markings to attain a minimum wet film thickness in accordance with the manufacturer's recommendations as identified on the APL. Measure, record and certify on a Department approved form and submit to the Engineer, the thickness of white and yellow pavement markings in accordance with FM 5-541.

709-4.3 Retroreflectivity: Apply white and yellow two reactive components pavement markings that will attain an initial retroreflectivity of not less than $450 \text{ mcd/lx}\cdot\text{m}^2$ and not less than $350 \text{ mcd/lx}\cdot\text{m}^2$, respectively for all longitudinal lines.

Measure, record and certify on the Department approved form and submit to the Engineer, the retroreflectivity of white and yellow two reactive components pavement markings in accordance with FM 5-541.

709-4.4 Color: Use materials that meet the requirements of 971-1.

709-4.5 Retroreflective Elements or Glass Spheres: Apply retroreflective elements or glass spheres to all white and yellow two reactive components pavement markings, at the rates determined by the manufacturer's recommendations as identified on the APL.

709-5 Contractor's Responsibility for Notification.

Notify the Engineer prior to the placement of the materials. At the time of notification, submit a certification to the Engineer with the APL number and the batch or Lot numbers of the materials and retroreflective elements or glass spheres to be used. Packaging labels that contain the information required by 971-1.1 will be accepted in lieu of a certification.

709-6 Protection of Newly Applied Pavement Markings.

Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the Department.

709-7 Observation Period.

Longitudinal pavement markings are subject to a 180 day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work. The longitudinal pavement markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of retroreflectivity or vehicular damage. The retroreflectivity shall meet the initial requirements of 709-4.3. The Department reserves the right to check the retroreflectivity any time prior to the end of the observation period.

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Replace, at no additional expense to the Department, any longitudinal pavement markings that do not perform satisfactorily under traffic during the 180 day observation period.

709-8 Corrections for Deficiencies.

Correct all deficiencies by removal and reapplication of a one mile section centered around the deficiency, as determined by the Engineer, at no additional cost to the Department.

709-9 Submittals.

709-9.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for each project in the Contract. Submit the certification of quantities and daily worksheets to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

709-9.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification of quantities consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.
2. The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

709-10 Method of Measurement.

The quantities, authorized and acceptably applied, under this Section will be paid as follows:

1. The length, in gross miles, of solid, 10'-30' skip, and 3'-9' dotted, 6'-10' dotted, 2'-2' dotted, and 2'-4' dotted lines.
2. The area, in square feet, for removal of existing markings acceptably removed. Payment for removal of conflicting markings will be in accordance with 102-5.8. Payment for removal of non-conflicting markings will be paid separately.

The gross mile measurement will be taken as the distance from the beginning of the two reactive component line to the end of the two reactive component line and will include the unmarked gaps for skip and dotted lines. The gross mile measurement will not include designated unmarked lengths at intersections, turn lanes, etc. Final measurement will be determined by plan dimensions or stations, subject to 9-1.3.1.

709-11 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Payment will be made under:

Line Item Exhibit "E"

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SECTION 710 PAINTED PAVEMENT MARKINGS

710-1 Description.

Apply painted pavement markings, in accordance with the Contract Documents.

710-2 Materials.

Use only materials listed on the Department’s Approved Product List (APL) meeting the following requirements:

- Materials for Raised Pavement Markers (RPMs) and Bituminous AdhesiveSection 970
- Standard Paint 971-1 and 971-3
- Durable Paint 971-1 and 971-4
- Glass Spheres 971-1 and 971-2

The Engineer will take random samples of all material in accordance with the Department’s Sampling, Testing and Reporting Guide schedule.

710-3 Equipment.

Use equipment that will produce continuous uniform dimensions of pavement markings of varying widths and meet the following requirements:

1. Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of paint and capable of following straight lines and making normal curves in a true arc.
2. Capable of applying glass spheres to the surface of the completed line by an automatic sphere dispenser attached to the pavement marking machine such that the glass spheres are dispensed closely behind the installed line. Use a glass spheres dispenser equipped with an automatic cut-off control that is synchronized with the cut-off of the paint and applies the glass spheres in a manner such that the spheres appear uniform on the entire pavement markings surface.
3. Capable of spraying the paint to the required thickness and width without thinning of the paint. Equip the paint tank with nozzles equipped with cut-off valves, which will apply broken or skip lines automatically.

710-4 Application.

710-4.1 General: Remove existing pavement markings, such that scars or traces of removed markings will not conflict with new pavement markings, by a method approved by the Engineer. Before applying pavement markings, remove any material that would adversely affect the bond of the pavement markings by a method approved by the Engineer.

Apply standard paint to dry surfaces only, and when the ambient air and surface temperature is at least 40°F and rising.

Apply durable paint to dry surfaces only. Do not apply durable paint when the ambient air and surface temperature is below 50°F, relative humidity is above 80% or when the dew point is within 5°F of the ambient air temperature.

Do not apply painted pavement markings when winds are sufficient to cause spray dust.

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Apply painted pavement markings, having well defined edges, over existing pavement markings such that not more than 2 inches on either end and not more than 1 inch on either side is visible. When stencils are used to apply symbols and messages, the areas covered by the stencil reinforcing will not be required to be painted.

Mix the paint thoroughly prior to pouring into the painting machine. Apply paint to the pavement by spray or other means approved by the Engineer.

Conduct field testing in accordance with FM 5-541. Remove and replace painted pavement markings not meeting the requirements of this Section at no additional cost to the Department.

Apply all pavement markings prior to opening the road to traffic.

710-4.1.1 Painted Pavement Markings (Final Surface): On concrete surfaces or newly constructed asphalt, the painted pavement markings (final surface) will include one application of standard paint and one application of Class B RPMs applied to the final surface.

For center line and edge line rumble strip installations where the pavement marking is placed within the grinding, apply a second application of standard paint within 24 hours of each day's grinding operation.

For center line rumble strip installations where RPMs are in conflict with the grinding, install Class D RPMs with the first application of standard paint. Remove Class D RPMs prior to grinding, then install Class B RPMs in an unground area after grinding.

Do not apply final surface paint for bicycle arrows or bicycle messages, 24 inch longitudinal bars in special emphasis crosswalks, or route shields where preformed thermoplastic will be applied.

Install all RPMs in accordance with Standard Plans, Indexes 706-001 and 711-003, prior to opening the road to traffic.

Temporary RPMs must meet the requirements of Section 102.

Permanent RPMs must meet the requirements of Section 706.

710-4.2 Thickness: Apply standard paint to attain a minimum wet film thickness in accordance with the manufacturer's recommendations. Apply durable paint to attain a minimum wet film thickness of 0.025 inches or 25 mils. Measure, record, and certify on a Department approved form and submit to the Engineer, the thickness of white and yellow durable paint pavement markings in accordance with FM 5-541.

710-4.3 Retroreflectivity: Apply white and yellow standard paint that will attain an initial retroreflectance of not less than $300 \text{ mcd/lx}\cdot\text{m}^2$ and not less than $250 \text{ mcd/lx}\cdot\text{m}^2$, respectively. Apply white and yellow durable paint that will attain an initial retroreflectance of not less than $450 \text{ mcd/lx}\cdot\text{m}^2$ and not less than $300 \text{ mcd/lx}\cdot\text{m}^2$, respectively.

Measure, record and certify on a Department approved form and submit to the Engineer, the retroreflectivity of white and yellow pavement markings in accordance with FM 5-541.

The Department reserves the right to test the markings within three days of receipt of the Contractor's certification. Failure to afford the Department opportunity to test the markings will result in non-payment. The test readings should be representative of the Contractor's pavement marking performance. If the retroreflectivity values measure below values shown above, reapply the pavement marking at no additional cost to the Department.

For standard paint, ensure that the minimum retroreflectance of white and yellow pavement markings are not less than $150 \text{ mcd/lx}\cdot\text{m}^2$. If the retroreflectivity values for standard paint fall below the $150 \text{ mcd/lx}\cdot\text{m}^2$ value within 180 days of initial application, the pavement

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marking will be reapplied at the Contractor's expense. If the retroreflectivity values for durable paint fall below the initial values of 450 mcd/lx m² value for white and 300 mcd/lx m² for yellow within 180 days of initial application, the pavement marking will be reapplied at the Contractor's expense.

710-4.4 Color: Use paint material that meets the requirements of 971-1.

710-4.5 Glass Spheres: Apply glass spheres on all pavement markings immediately and uniformly following the paint application. The rate of application shall be based on the manufacturer's recommendation.

For longitudinal durable paint markings, apply a double drop of Type 1 and Type 3 glass spheres. For transverse durable paint markings, apply a single drop of Type 3 glass spheres.

The rate of application shall be based on the manufacturer's recommendation.

710-5 Tolerances in Dimensions and in Alignment.

Establish tack points at appropriate intervals for use in aligning pavement markings, and set a stringline from such points to achieve accuracy.

710-5.1 Dimensions:

710-5.1.1 Longitudinal Lines: Apply painted skip line segments with no more than plus or minus 12 inches variance, so that over-tolerance and under-tolerance lengths between skip line and the gap will approximately balance. Apply longitudinal lines at least 2 inches from construction joints of portland cement concrete pavement.

710-5.1.2 Transverse Markings, Gore Markings, Arrows, and Messages: Apply paint in multiple passes when the marking cannot be completed in one pass, with an overall line width allowable tolerance of plus or minus 1 inch.

710-5.1.3 Contrast Lines: Use black paint to provide contrast on concrete or light asphalt pavement, when specified by the Engineer. Apply black paint in 10 foot segments following each longitudinal skip line.

710-5.2 Alignment: Apply painted pavement markings that will not deviate more than 1 inch from the stringline on tangents and curves one degree or less. Apply painted pavement markings that will not deviate more than 2 inches from the stringline on curves greater than one degree. Apply painted edge markings uniformly, not less than 2 inches or more than 4 inches from the edge of pavement, without noticeable breaks or deviations in alignment or width.

Remove and replace at no additional cost to the Department, pavement markings that deviate more than the above stated requirements.

710-5.3 Correction Rates: Make corrections of variations in width at a maximum rate of 10 feet for each 0.5 inch of correction. Make corrections of variations in alignment at a maximum rate of 25 feet for each 1 inch of correction, to return to the stringline.

710-6 Contractor's Responsibility for Notification.

Notify the Engineer prior to the placement of the materials. At the time of notification, submit a certification to the Engineer with the APL number and the batch or Lot numbers of the paint and glass spheres to be used.

710-7 Protection of Newly Applied Pavement Markings.

Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the Department.

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710-8 Corrections for Deficiencies to Applied Painted Pavement Markings.

Reapply a 1.0 mile section, centered around any deficiency, at no additional cost to the Department.

710-9 Submittals.

710-9.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for each project in the Contract. Submit the certification of quantities and daily worksheets to the Engineer. For Lump Sum pay item 710-90, document the quantity as an estimated percentage (in decimal form) of the total lump sum amount on the daily worksheet. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

710-9.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification of quantities consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.
2. The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

710-10 Method of Measurement.

The quantities, authorized and acceptably applied, under this Section will be paid as follows:

1. The length, in gross miles, of solid, 10'-30' skip, 3'-9' dotted, 6'-10' dotted, 2'-2' dotted, and 2'-4' dotted lines.
2. The length, in linear feet, of transverse lines, diagonal lines, chevrons, and parking spaces.
3. The number of pavement messages, symbols, and arrows. Each arrow is paid as a complete marking, regardless of the number of "points" or directions.
4. Lump Sum, as specified in 710-4.1.1 (final surface) and 710-9.1.
5. The area, in square feet, for removal of existing markings acceptably removed. Payment for removal of conflicting markings will be in accordance with 102-5.8. Payment for removal of non-conflicting markings will be paid separately.

The gross mile measurement will be taken as the distance from the beginning of the painted line to the end of the painted line and will include the unmarked gaps for skip and dotted lines. The gross mile measurement will not include designated unmarked lengths at intersections, turn lanes, etc. Final measurement will be determined by plan dimensions or stations, subject to 9-1.3.1.

710-11 Basis of Payment.

710-11.1 General: Price and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

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710-11.2 Painted Pavement Markings (Final Surface): Price and payment for painted pavement markings (final surface) will be full compensation for all applications of painted pavement markings, and all applications and removal of RPMs in accordance with 710-4.1.1 and 710-9.1.

710-11.3 Payment Items: Line Item Exhibit "E"

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SECTION 711 THERMOPLASTIC PAVEMENT MARKINGS

711-1 Description.

Apply new thermoplastic pavement markings, or refurbish existing thermoplastic pavement markings, in accordance with the Contract Documents.

711-2 Materials.

Use only materials listed on the Department’s Approved Product List (APL) meeting the following requirements.

| | |
|--|------------------|
| Standard and Refurbishment Thermoplastic | 971-1 and 971-5 |
| Preformed Thermoplastic | 971-1 and 971-6 |
| High Friction Thermoplastic | 971-1 and 971-10 |
| Glass Spheres | 971-1 and 971-2 |

Use sand materials meeting the requirements of 971-5.4.

The Engineer will take random samples of all material in accordance with the Department’s Sampling, Testing and Reporting Guide schedule.

711-3 Equipment.

Use equipment capable of providing continuous, uniform heating of the pavement marking material to temperatures exceeding 390°F, mixing and agitation of the material in the reservoir to provide a homogeneous mixture without segregation. Use equipment that will maintain the pavement marking material in a plastic state, in all mixing and conveying parts, including the line dispensing device until applied. Use equipment which can produce varying width lines and which meets the following requirements:

1. Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, to produce a uniform application of pavement marking material and capable of following straight lines and making normal curves in a true arc.
2. Capable of applying glass spheres to the surface of the completed pavement marking by a double drop application for standard thermoplastic pavement markings and a single drop application for recapping and refurbishment thermoplastic pavement markings. The bead dispenser for the first bead drop shall be attached to the pavement marking machine in such a manner that the beads are dispensed closely behind the installed line. The second bead dispenser bead shall be attached to the pavement marking machine in such a manner that the beads are dispensed immediately after the first bead drop application. Use glass spheres dispensers equipped with an automatic cut-off control that is synchronized with the cut-off of the thermoplastic material and applies the glass spheres uniformly on the entire pavement markings surface with 50 to 60% embedment.
3. Equipped with a special kettle for uniformly heating and melting the pavement marking material. The kettle must be equipped with an automatic temperature control device and material thermometer for positive temperature control and to prevent overheating or scorching of the thermoplastic material.
4. Meet the requirements of the National Fire Protection Association, state, and local authorities.

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711-4 Application.

711-4.1 General: Remove existing thermoplastic pavement markings using a method approved by the Engineer such that pavement surface scars or traces of the removed thermoplastic pavement markings will not conflict with new pavement markings. Do not use paint to blackout, hide, or disguise existing pavement markings.

Before applying pavement markings, remove any material that would adversely affect the bond of the pavement markings by a method approved by the Engineer.

Before applying pavement markings to any portland cement concrete surface, apply a primer, sealer, or surface preparation adhesive of the type recommended by the manufacturer. Offset longitudinal lines at least 2 inches from any longitudinal joints of portland cement concrete pavement.

Apply pavement markings to dry surfaces only, and when the ambient air and surface temperature is at least 50°F and rising for asphalt surfaces and 60°F and rising for concrete surfaces.

Apply pavement markings to the same tolerances in dimensions and in alignment specified in 710-5. When applying pavement markings over existing markings, ensure that no more than 2 inches on either end and not more than 1 inch on either side of the existing line is visible.

Apply thermoplastic material to the pavement by extrusion or other means approved by the Engineer. When thermoplastic pavement markings are to be removed and replaced, apply new thermoplastic pavement markings prior to opening to traffic.

Conduct field tests in accordance with FM 5-541. Take test readings representative of the pavement marking performance. Remove and replace pavement markings not meeting the requirements of this Section at no additional cost to the Department.

With the exception of short-term raised rumble strips, wait at least 14 days after constructing the final asphalt surface course to place thermoplastic pavement markings. Installation of thermoplastic on concrete requires a clean, dry surface. Follow the manufacturer's recommendations for surface preparation for thermoplastic on concrete. Provide temporary pavement markings during the interim period prior to opening the road to traffic.

711-4.1.1 Preformed Thermoplastic: Apply markings to dry surfaces only and when ambient air temperature is at least 32°F. Prior to installation, follow the manufacturer's recommendations for pre-heating. For railroad dynamic envelopes, keep all equipment and personnel out of the foul area.

711-4.1.2 High Friction Thermoplastic: High friction thermoplastic may be used as an alternative to preformed thermoplastic for special emphasis crosswalk markings. Apply markings only by gravity or air pressure thermoplastic hand liners set-up with double drop bead attachments. Install markings in accordance with the manufacturer's recommendations.

711-4.2 Thickness:

711-4.2.1 Standard Thermoplastic Markings: Apply or recap standard thermoplastic pavement markings for longitudinal lines to attain a minimum thickness of 0.10 inch or 100 mils and a maximum thickness 0.15 inch or 150 mils when measured above the pavement surface.

All chevrons, diagonal and transverse lines, messages, symbols, and arrows, wherever located, will have a thickness of 0.09 inch or 90 mils to 0.12 inch or 120 mils when measured above the pavement surface.

Exhibit D

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of white and yellow pavement markings in accordance with FM 5-541.

The Engineer will verify the thickness of the pavement markings in accordance with FM 5-541 within 30 days of receipt of the Contractor's certification.

711-4.2.2 Refurbishment Thermoplastic Markings: Apply a minimum of 0.06 inch or 60 mils of thermoplastic material. Ensure that the combination of the existing marking and the overlay after application of glass spheres does not exceed the maximum thickness of 0.150 inch or 150 mils for all lines.

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of white and yellow pavement markings in accordance with FM 5-541.

The Engineer will verify the thickness of the pavement markings in accordance with FM 5-541 within 30 days of receipt of the Contractor's certification.

711-4.2.3 Preformed Thermoplastic: Apply 0.125 inch or 125 mils of preformed thermoplastic material. Use preformed thermoplastic for bicycle markings, shared use path markings, 24 inch markings on special emphasis crosswalks, route shields, ramp exit numbers, roundabout informational markings, railroad dynamic envelopes, white dotted lines (2'-4') with trailing black contrast, and black contrast arrows, messages, and symbols.

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of the pavement markings in accordance with FM 5-541.

711-4.2.4 High Friction Thermoplastic: Apply lines to attain a minimum thickness of 0.09 inch or 90 mils and a maximum thickness of 0.12 inch or 120 mils, when measured above the pavement surface.

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of the pavement markings in accordance with FM 5-541.

711-4.3 Retroreflectivity: Apply white and yellow pavement markings that will attain an initial retroreflectivity of not less than $450 \text{ mcd/lx}\cdot\text{m}^2$ and not less than $350 \text{ mcd/lx}\cdot\text{m}^2$, respectively for all longitudinal lines. All chevrons, diagonal lines, stop lines, messages, symbols, and arrows will attain an initial retroreflectivity of not less than $300 \text{ mcd/lx}\cdot\text{m}^2$ and $250 \text{ mcd/lx}\cdot\text{m}^2$ for white and yellow respectively. All crosswalks, railroad dynamic envelopes and bicycle markings shall attain an initial retroreflectivity of not less than $275 \text{ mcd/lx}\cdot\text{m}^2$. Black pavement markings must have a retroreflectance of less than $5 \text{ mcd/lx}\cdot\text{m}^2$.

Measure, record and certify on Department approved form and submit to the Engineer, the retroreflectivity of white and yellow pavement markings in accordance with FM 5-541.

711-4.4 Glass Spheres:

711-4.4.1 Longitudinal Lines: For standard thermoplastic markings, apply the first drop of Type 4 or larger glass spheres immediately followed by the second drop of Type 1 glass spheres. For refurbishment thermoplastic markings, apply a single drop of Type 3 glass spheres. Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

711-4.4.2 Chevrons, Diagonal and Transverse Lines, Messages, Symbols, and Arrows: For standard or refurbishment thermoplastic markings, apply a single drop of Type 1 glass spheres. Apply retroreflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

Exhibit D

Apply a mixture consisting of 50% glass spheres and 50% sharp silica sand to all standard thermoplastic crosswalk lines at the rates determined by the manufacturer's recommendations.

711-4.4.3 Preformed Markings: These markings are factory supplied with glass spheres and skid resistant material. Apply glass spheres and skid resistant material in accordance with the manufacturer's instructions.

711-5 Contractor's Responsibility for Notification.

Notify the Engineer prior to the placement of the materials. At the time of notification, submit a certification to the Engineer with the APL number and the batch or Lot numbers of the thermoplastic and glass spheres to be used. Packaging labels that contain the information required by 971-1.1 will be accepted in place of a certification.

711-6 Protection of Newly Applied Thermoplastic Pavement Markings.

Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the Department.

711-7 Observation Period.

Longitudinal pavement markings are subject to a 180 day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work. The longitudinal pavement markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of retroreflectivity or vehicular damage. The retroreflectivity shall meet the initial requirements of 711-4.3. The Department reserves the right to check the retroreflectivity any time prior to the end of the observation period. Replace, at no additional expense to the Department, any longitudinal pavement markings that do not perform satisfactorily under traffic during the 180 day observation period.

711-8 Corrections for Deficiencies.

Recapping applies to conditions where additional pavement marking material is applied to new or refurbished pavement markings to correct a thickness deficiency. Correct deficiencies by recapping or removal and reapplication of a 1 mile section centered around the deficiency, as determined by the Engineer, at no additional cost to the Department.

711-9 Submittals.

711-9.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for each project in the Contract. Submit the certification of quantities and daily worksheets to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

711-9.2 Contractor's Certification of Quantities: For all items except railroad dynamic envelope, request payment by submitting a certification of quantities no later than Twelve O clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification of quantities consists of the following:

Exhibit D

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.
2. The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

711-10 Method of Measurement.

711-10.1 Certified Quantities: The certified quantities, authorized and acceptably applied, under this Section will be paid as follows:

1. The length, in gross miles, of solid, 10'-30' skip, 3'-9' dotted, 6'-10' dotted, 2'-2' dotted, and 2'-4' dotted lines.
2. The length, in linear feet, of transverse lines, diagonal lines, chevrons, and parking spaces.
3. The number of pavement messages, symbols, and arrows. Each arrow is paid as a complete marking, regardless of the number of "points" or directions.
4. The area, in square feet, for removal of existing thermoplastic pavement markings acceptably removed. Payment for removal of thermoplastic pavement markings will only be made for locations where the existing pavement surface is to remain.

The gross mile measurement will be taken as the distance from the beginning of the thermoplastic line to the end of the thermoplastic line and will include the unmarked gaps for skip and dotted lines. The gross mile measurement will not include designated unmarked lengths at intersections, turn lanes, etc. Final measurement will be determined by plan dimensions or stations, subject to 9-1.3.1.

711-10.2 Plan Quantities: The plan quantity length, in linear feet of railroad dynamic envelope markings.

711-11 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected. Payment will be made under:

Line Item Exhibit "E"

Exhibit E

The general dimensions are 3' x 8' with a 4" offset for the white square and a strip of approximately 2" in width. The word 'Hilton' should be 16" with the word 'Reserved' at 6" and a 2" gap between. Baskerville Old Face font type. Color mix is R-41, G-54, B-133. Below is a sample but number of parking spaces and location of parking spaces may change at any time within the garage .



- Ground Floor = 0 Spaces
- 1st Floor = 40 Spaces
- 2nd Floor = 43 Spaces
- 3rd Floor = 52 Spaces
- Roof Top = 5 Spaces
- Total = 140 Spaces

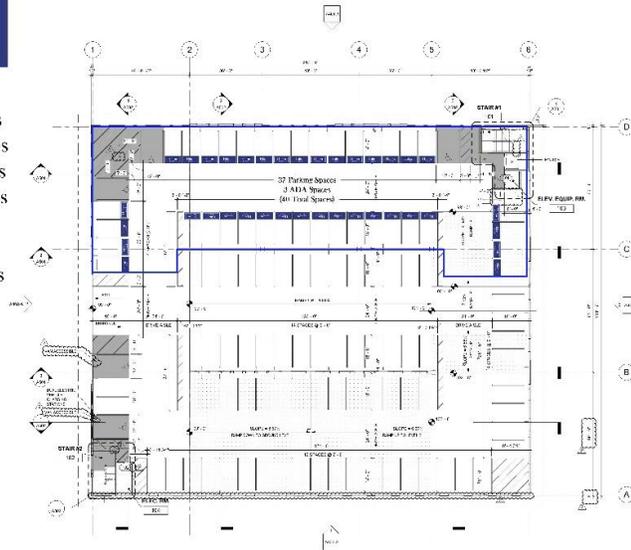


Exhibit F

SECTION 971 PAVEMENT MARKING MATERIALS

971-1 General Requirements.

971-1.1 Packaging and Labeling: The name and address of the manufacturer shall be shown on the label. The label must also show the color, date of manufacturer, lot number and APL number. The label shall warn the user of any special handling or precautions of the material, as recommended by the manufacturer. Any packaging and labeling not so marked will not be accepted.

971-1.2 Storage: All materials must have a container storage life of one year from date of manufacture. Any pavement marking materials, which although inspected and approved at the point of manufacture, hardens or livers in the containers will be rejected even though it conforms to these Specifications in all other respects.

971-1.3 Mixing: All paints shall be delivered to the project completely mixed, and ready to be used without additional oil or thinner. Thinners shall not be used under any circumstances.

971-1.4 **Approved Product List (APL):** All pavement marking materials shall be one of the products listed on the Department's Approved Product List (APL). Manufacturers seeking evaluation of their product shall submit an application in accordance with Section 6 and the infrared identification curve (2.5 to 15 μ m) for the vehicle component. The Department will test all pavement marking materials in accordance with FM 5-541, Part B. A notation of the number of coats and the thickness of each coat at which the product passes testing may be placed on the APL. When listed, this will be the minimum criteria for application of the pavement marking material.

971-1. 5 Samples: Field samples will be obtained in accordance with the Department's Sampling, Testing and Reporting Guide Schedule.

971-1. 6 Color: Materials other than white and yellow shall meet the color requirements as identified in 23 CFR 665 Table 5 Appendix to Part 655, Subpart F. White colored materials will only be required to meet the initial daytime chromaticity requirements.

Yellow materials for pavement markings shall meet the following performance requirements. The initial daytime chromaticity for yellow materials shall fall within the box created by the following coordinates:

Exhibit F

| Initial Daytime Chromaticity Coordinates (Corner Points) | | | | |
|--|-------|-------|-------|-------|
| | 1 | 2 | 3 | 4 |
| x | 0.530 | 0.510 | 0.455 | 0.472 |
| y | 0.456 | 0.485 | 0.444 | 0.400 |

The nighttime chromaticity for yellow materials shall fall within the box created by the following coordinates:

| Nighttime Chromaticity Coordinates (Corner Points) | | | | |
|--|-------|-------|-------|-------|
| | 1 | 2 | 3 | 4 |
| x | 0.575 | 0.508 | 0.473 | 0.510 |
| y | 0.425 | 0.415 | 0.453 | 0.490 |

971-1.7 Additional Requirements: Pavement marking materials shall be characterized as non-hazardous as defined by Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Provide supporting independent analytical data or product material safety data sheets (SDS) identifying any components listed in Table 1 of 40 CFR 261.24.

Additionally, retroreflective elements shall contain no more than 200 ppm by weight of lead or arsenic when tested in accordance with the Environmental Protection Agency (EPA) Testing Methods 3052, 6010B, and 6010C.

971-2 Glass Spheres.

971-2.1 General Requirements: Glass spheres shall be of a composition designed to be highly resistant to traffic wear and to the effects of weathering for the production of a reflective surface, without altering day visibility of the marking. The general requirements of 971-1 apply to glass spheres.

971-2.2 Specific Properties: The large (Type 3 or larger) glass spheres used for drop on beads shall have an adhesion coating. Type 1 glass spheres used for drop on beads shall have a dual coating. Beads used in the intermix of materials are not required to be coated.

The following physical requirements apply:

Exhibit F

| Property | Test Method | Specification |
|---------------------------|-----------------------------|---------------------|
| Roundness* | AASHTO PP 74 | Min: 70 % by weight |
| Roundness** | AASHTO PP 74 | Min: 80% by weight |
| Refractive Index* | Becke Line Method (25+/-5C) | 1.5 minimum |
| Refractive Index** | Becke Line Method (25+/-5C) | 1.9 minimum |
| *Type 1, 3, 4 and 5 beads | | |
| **High Index beads | | |

| Sieve Size | Percent by Mass Passing Designated Sieve (AASHTO PP 74) | | | | |
|------------|---|----------------|----------------|----------------|------------|
| | Grading Designation | | | | |
| | Type 1 (AASHTO) | Type 3 (FP 96) | Type 4 (FP 96) | Type 5 (FP 96) | High Index |
| No. 8 | | | | 100 | |
| No. 10 | | | 100 | 95 - 100 | |
| No. 12 | | 100 | 95 - 100 | 80 - 95 | |
| No. 14 | | 95 - 100 | 80 - 95 | 10 - 40 | |
| No. 16 | 100 | 80 - 95 | 10 - 40 | 0 - 5 | 100 |
| No. 18 | | 10 - 40 | 0 - 5 | 0 - 2 | |
| No. 20 | 95 - 100 | 0 - 5 | 0 - 2 | | 95 - 100 |
| No. 25 | | 0 - 2 | | | |
| No. 30 | 75 - 95 | | | | 55 - 85 |
| No. 40 | | | | | 15 - 45 |
| No. 50 | 15 - 35 | | | | 0 - 5 |
| No. 80 | | | | | |
| No. 100 | 0 - 5 | | | | |

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971-2.3 Sampling: A random 50 pound sample of glass spheres shall be obtained for each 50,000 pound shipped. Send each 50 pound sample to the State Materials Office.

971-2.4 Containers: The spheres shall be furnished in new 50 pound moisture-proof bags or 2000 pound triwall boxes. All containers shall meet Interstate Commerce Commission requirements for strength and type.

971-3 Standard Paint.

971-3.1 General: Standard paints shall include water reducible products that are single packaged and ready mixed. The paint shall have the capability of being cleaned and flushed from the pavement marking machines using regular tap water and any required rust inhibitors. The manufacturer shall have the option of formulating the paint according to his own specifications. However, the requirements delineated in this Specification and Section 710 shall apply regardless of the type of formulation used. The paint shall be free from all skins, dirt and foreign objects.

971-3.2 Composition:

Exhibit F

| Component | Test Method | Criteria |
|--|-------------|--------------------|
| Total Solids, by weight | ASTM D2369 | minimum 75% |
| Pigments, by weight | ASTM D3723 | minimum 57% |
| Vehicle Solids % of Vehicle* | | minimum 40% |
| TiO ₂ , Type II Rutile (white paint only) | ASTM D476 | minimum 1.0 lb/gal |
| Volatile Organic Content, (VOC) | ASTM D3960 | maximum 150 g/L |
| *Vehicle Solids % of Vehicle = $\frac{(\% \text{ total solids} - \% \text{ pigment})}{(100 - \% \text{ pigment})}$ | | |

971-3.3 Physical Requirements: Test laboratory samples in accordance with ASTM E811 and E1349 and also meet the following criteria:

| Property | Test Method | Minimum | Maximum |
|---------------------------|--------------------|-------------------|---------|
| Density | ASTM D1475 | 13.5 ± 1.4 lb/gal | - |
| Viscosity at 77°F | ASTM D562 | 80 KU | 100 KU |
| Fineness of Grind | ASTM D1210 | 3(HS) | |
| Dry Opacity at 5 mils WFT | ASTM D2805 | 0.92 | - |
| Bleed Ratio | ASTM D969 | 0.95 | - |
| Flexibility | ASTM D522 Method B | Pass | - |
| Abrasion Resistance | ASTM D4060 | Pass | - |

971-3.3.1 Set To Bear Traffic Time: The paint shall set to bear traffic in not more than two minutes.

971-3.3.2 Abrasion Resistance: Test four samples using a Taber Abrader. The paint shall be applied to specimen plates using a drawdown blade having a clearance of 20 mils. Clean with a soft brush and weigh each sample. Abrade samples for 1,000 cycles with a combined load of 500 g (arm plus auxiliary weight) on each arm and CS-10 wheels. Clean the

samples with a soft brush and weigh again. The average weight loss for the four plates shall not exceed 75 mg per plate.

971-3.3.3 Retroreflectivity: The white and yellow pavement markings shall attain an initial retroreflectance of not less than 300 mcd/lx·m² and 250 mcd/lx·m², respectively. The retroreflectance of the white and yellow pavement markings at the end of the six month period shall not be less than 150 mcd/lx·m².

971-3.4 Application Properties: Meet the requirements of Section 710 for application properties.

971-3.5 Packaging and Labeling: The paint shall be placed in 55 gallon open-end steel drums with a re-usable multi-seal sponge gasket or 275 gallon Intermediate Bulk Container (IBC). No more than 50 gallons of paint shall be placed in any drum or 250 gallons in any IBC to allow for expansion during transport and storage. Clearly mark the containers with the weight in pounds per gallon, the volume of materials in units of gallons.

971-4 Durable Paint.

Exhibit F

971-4.1 General: Durable paints shall include water reducible products that are single packaged and ready mixed. The paint shall have the capability of being cleaned and flushed from the pavement marking machines using regular tap water and any required rust inhibitors. The manufacturer shall have the option of formulating the material according to his own specifications. However, the requirements delineated in this Specification and Section 710 shall apply regardless of the type of formulation used. The paint shall be free from all skins, dirt and foreign objects. The manufacturer shall provide the recommended thickness prior to installation.

971-4.2 Composition:

| Component | Test Method | Criteria |
|--|-------------|--------------------|
| Total Solids, by weight | ASTM D2369 | 75% minimum |
| Pigments, by weight | ASTM D3723 | 57% minimum |
| Vehicle Solids, % on Vehicle* | | 40% minimum |
| TiO ₂ , Type II Rutile (white paint only) | ASTM D476 | 1.0 lb/gal minimum |
| Volatile Organic Content, (VOC) | ASTM D3960 | 150 g/L maximum |
| *Vehicle Solids % of Vehicle = $\frac{(\% \text{ total solids} - \% \text{ pigment})}{(100 - \% \text{ pigment})}$ Vehicle solids shall be 100% acrylic emulsion polymer. | | |

971-4.3 Physical Requirements: Test laboratory samples in accordance with ASTM E811 and E1349. Samples shall meet the following criteria:

| Property | Test Method | Minimum | Maximum |
|---------------------------|--------------------|-------------------|---------|
| Density | ASTM D1475 | 13.5 ± 1.4 lb/gal | N/A |
| Viscosity at 77°F | ASTM D562 | 80 KU | 100 KU |
| Fineness of Grind | ASTM D1210 | 3(HS) | |
| Dry Opacity at 5 mils WFT | ASTM D2805 | 0.92 | - |
| Bleed Ratio | ASTM D969 | 0.95 | - |
| Flexibility | ASTM D522 Method B | Pass | - |
| Abrasion Resistance | ASTM D4060 | Pass | - |

971-4.3.1 Set To Bear Traffic Time: The paint shall set to bear traffic in not more than ten minutes.

971-4.3.2 Abrasion Resistance: Test four samples using a Taber Abrader. The paint shall be applied to specimen plates using a drawdown blade having a clearance of 20 mils. Air dry each sample until fully cured based on the manufacturers product recommendation. Clean with a soft brush and weigh each sample. Abrade samples for 1,000 cycles with a combined load of 500 g (arm plus auxiliary weight) on each arm and CS-10 wheels. Clean the samples with a soft brush and weigh again. The average weight loss for the four plates shall not exceed 75 mg per plate.

971-4.3.3 Retroreflectivity: The white and yellow pavement markings shall attain an initial retroreflectance of not less than 450 mcd/lx·m² and 300 mcd/lx·m², respectively. The retroreflectance

Exhibit F

of the white and yellow pavement markings at the end of the 18 month period shall not be less than 150 mcd/lx·m2.

971-4.4 Application Properties: Application properties shall meet the requirements of Section 710.

971-4.5 Packaging and Labeling: The paint shall be placed in 55 gallon open-end steel drums with a re-usable multi-seal sponge gasket or 275 gallon Intermediate Bulk Container (IBC). No more than 50 gallons of paint shall be placed in any drum or 250 gallons in any IBC to allow for expansion during transport and storage. Clearly mark the containers with the weight in pounds per gallon, the volume of materials in units of gallons.

971-5 Standard Thermoplastic Material.

971-5.1 General: The manufacturer shall utilize alkyd based materials only and shall have the option of formulating the material according to his own specifications. However, the requirements delineated in this Specification and Section 711 shall apply regardless of the type of formulation used. The pigment, glass spheres, and filler shall be well dispersed in the resin. 971-5.2 Composition: 1133 July 2020

971-5.2 Composition:

| Component | Test Method | White | Yellow |
|---|-------------|-------------|----------------------------|
| Binder | ASTM D 4797 | 20% minimum | 20% minimum |
| TiO ₂ , Type II Rutile | ASTM D476 | 10% minimum | - |
| Glass Spheres | ASTM D 4797 | 40% minimum | 40% minimum |
| Yellow Pigment | | - | % minimum per manufacturer |
| Calcium Carbonate and Inert Filler (- 200 mesh sieve) | | 30% maximum | 37% maximum |

Percentages are by weight.

The alkyd/maleic binder must consist of a mixture of synthetic resins (at least one synthetic resin must be solid at room temperature) and high boiling point plasticizers. At least one-half of the binder composition must be 100% maleic-modified glycerol of rosin and be no less than 15% by weight of the entire material formulation.

971-5.3 Glass Spheres: The glass spheres in the intermix shall consist of 50% Type 1 and 50% Type 3 and meeting the requirements of this Section.

971-5.4 Sharp Silica Sand: Sharp silica sand used for bicycle markings and pedestrian crosswalk lines shall meet the following gradation requirements:

Sieve Size

Percent by Mass Passing Designated Sieve (ASTM D1214)

Exhibit F

| Sieve Size | Percent by Mass Passing Designated Sieve (ASTM D1214) |
|------------|---|
| 20 | 100 |
| 50 | 0 to 10 |

971-5.5 Physical Requirements: Laboratory samples shall be tested in accordance with ASTM D4960 and shall meet the following criteria:

| Property | Test Method | Minimum | Maximum |
|-----------------------------------|---------------------------------|---------|---------|
| Water Absorption | ASTM D570 | - | 0.5% |
| Softening Point | ASTM D36 | 195°F | - |
| Low Temperature Stress Resistance | AASHTO T250 | Pass | - |
| Specific Gravity | Water displacement | 1.9 | 2.3 |
| Indentation Resistance | ASTM D7735* Type A Durometer | 40 | 75 |
| Impact Resistance | ASTM D256, Method A | 1.0 N·m | - |
| Flash Point | ASTM D92 | 475°F | - |

* The durometer and panel shall be at 115°F with a 1000 g load applied. Instrument measurement shall be taken after 15 seconds.

971-5.5.1 Set To Bear Traffic Time: The thermoplastic shall set to bear traffic in not more than two minutes.

971-5.5.2 Retroreflectivity: The white and yellow pavement markings shall attain an initial retroreflectance of not less than 450 mcd/lx·m² and not less than 350 mcd/lx·m², respectively. The retroreflectance of the white and yellow pavement markings at the end of the three year APL testing period shall not be less than 250 mcd/lx·m².

971-5.6 Application Properties: Application properties shall meet the requirements of Section 711.

971-5.7 Packing and Labeling: The thermoplastic material shall be packaged in suitable biodegradable or thermo-degradable containers which will not adhere to the product during shipment and storage. The container of thermoplastic material shall weigh approximately 50 pounds. The label shall also warn the user that the material shall be heated in the range as recommended by the manufacturer.

971-6 Preformed Thermoplastic Material.

971-6.1 General: The manufacturer shall have the option of formulating the material according to his own specifications. However, the requirements delineated in this Specification and Section 711 shall apply regardless of the type of formulation used. The pigment, glass spheres, and filler shall be well dispersed in the resin.

971-6.2 Composition: The preformed thermoplastic shall consist of high quality materials, pigments and glass spheres or other reflective material uniformly distributed throughout their cross-sectional area, with a reflective layer of spheres or other reflective material embedded in the top surface.

971-6.3 Glass Spheres: Material shall contain no less than 30% glass spheres by weight.

971-6.4 Color: Materials shall meet the performance requirements specified in 971-1.6 and the following additional requirements. The initial luminance factor, Cap Y, shall not be less than 55.

Exhibit F

971-6.5 Physical Requirements: Laboratory samples shall be tested in accordance with ASTM D4960 and shall meet the following criteria:

| Property | Test Method | Minimum | Maximum |
|-----------------------------------|---------------------------------|---------|---------|
| Softening Point | ASTM D36 | 195°F | - |
| Low Temperature Stress Resistance | AASHTO T250 | Pass | - |
| Indentation Resistance | ASTM D7735* Type A Durometer | 40 | 75 |
| Impact Resistance | ASTM D256, Method A** | 1.0 N·m | - |

*The durometer and panel shall be at 115°F with a 1000 g load applied. Instrument measurement shall be taken after 15 seconds.
 **The test specimen for ASTM D256 shall be 1 in. x 1 in. x 6 in. and shall not be notched.

971-6.5.1 Retroreflectivity: The white pavement markings other than crosswalks and bicycle markings shall attain an initial retroreflectance of not less than 300 mcd/lx·m2. Crosswalks and bicycle markings shall attain initial retroreflectivity of not less than 275 mcd/lx·m2. Black pavement markings shall have a retroreflectance of less than 5 mcd/lx m2. The retroreflectance of the white pavement markings at the end of the three year period shall not be less than 150 mcd/lx·m2.

971-6.5.2 Skid Resistance: The surface of the pavement markings shall provide a minimum skid resistance value of 35 BPN (British Pendulum Number) when tested according to ASTM E303. Bicycle markings and pedestrian crosswalks shall provide a minimum skid resistance value of 55 BPN.

971-6.6 Application Properties: Application properties shall meet the requirements of Section 711.

971-6.7 Packing and Labeling: The thermoplastic material shall be packaged in suitable biodegradable or thermo-degradable containers which will not adhere to the product during shipment and storage. Clearly mark each container with the thickness of the preformed material in units of inches.

971-7 Permanent Tape Materials.

971-7.1 General: The materials for permanent tape pavement markings shall consist of white or yellow weather-resistant reflective film as specified herein. The pigment, glass spheres, and filler shall be well dispersed in the resin. However, the requirements delineated in this Specification and Section 713 shall apply.

971-7.2 Composition: Permanent tape pavement markings shall consist of high-quality plastic materials, pigments, and glass spheres uniformly distributed throughout their cross-sectional area, with a reflective layer of spheres embedded in the top surface.

971-7.3 Skid Resistance: The surface of the pavement markings shall provide a minimum skid resistance value of 35 BPN when tested according to ASTM E303. Bicycle markings and pedestrian crosswalks shall provide a minimum skid resistance value of 55 BPN.

971-7.4 Thickness: The APL will list the specified thickness of each approved product.

971-7.5 Durability and Wear Resistance: The film shall be weather resistant and, through normal wear, shall show no significant tearing, rollback or other signs of poor adhesion.

Exhibit F

971-7.6 Conformability and Resealing: The pavement markings shall be capable of conforming to pavement contours, breaks and faults under traffic at pavement temperatures recommended by the manufacturer. The film shall be capable of use for patching worn areas of the same types of film in accordance with the manufacturer's recommendations.

971-7.7 Tensile Strength: The pavement markings shall have a minimum tensile strength of 40 psi when tested according to ASTM D638. A rectangular test specimen 6 inches by 1 inch by 0.05 inches minimum thickness shall be tested at a temperature range of 40 to 80°F using a jaw speed of 0.25 inch/min.

971-7.8 Pigmentation: The pigment shall be selected and blended to provide a material which is white or yellow conforming to standard highway colors through the expected life of the pavement markings. Test laboratory samples in accordance with ASTM E811 and E1349.

971-7.9 Glass Spheres: The pavement markings shall have glass retention qualities such that, when at room temperature a 2 inches by 6 inches specimen is bent over a 0.5 inch diameter mandrel axis, a microscopic examination of the area on the mandrel shall show no more than 10% of the spheres with entrapment by the material of less than 40%. The bead adhesion shall be such that spheres are not easily removed when the film surface is scratched firmly with a thumbnail.

971-7.10 Retroreflectivity: The materials shall attain an initial retroreflectance of not less than 450 mcd/lx·m² for white markings and not less than 350 mcd/lx·m² for yellow markings. The pavement markings shall retain a minimum retroreflectance for two years of not less than 300 mcd/lx·m² for white markings and not less than 250 mcd/lx·m² for yellow markings. The retroreflectance of the white, yellow and contrast pavement markings at the end of the five year APL testing period shall not be less than 150 mcd/lx·m².

971-7.11 Packaging and Labeling: Ship all permanent tape materials in containers which will not adhere to the product during shipment and storage. Clearly mark each container with the thickness of the preformed material in units of inches.

971-8 Two Reactive Component Material.

971-8.1 General: Two reactive component materials intended for use under this Specification shall include, but not be limited to, epoxies, polyesters and urethanes. The manufacturer shall have the option of formulating the material according to his own specifications. However, the criteria outlined in this Specification and Section 709 shall apply regardless of the type of formulation used. The material shall be free from all skins, dirt and foreign objects.

971-8.2 Composition:

Exhibit F

| Component | Test Method | Criteria |
|---|-------------|-----------------------|
| TiO ₂ , Type II Rutile (white material only) | ASTM D476 | minimum 10% by weight |
| Volatile Organic Content, (VOC) | ASTM D3960 | maximum 150 g/L |

971-8.3 Physical Requirements: Test laboratory samples in accordance with ASTM and also meet the following criteria:

| Property | Test Method | Minimum | Maximum |
|----------------------|-----------------------------------|------------------|---------|
| Adhesion to Concrete | ASTM D4541, ASTM D7234 or ACI 503 | Concrete Failure | - |
| Hardness | ASTM D7735, Type D | 75 | - |
| Abrasion Resistance | ASTM D4060 | Pass | - |

971-8.3.1 Set To Bear Traffic Time: The material shall set to bear traffic in not more than two minutes.

971-8.3.2 Abrasion Resistance: Test four samples using a Taber Abrader. The material shall be applied to specimen plates using a drawdown blade having a clearance of 15 mils. Clean with a soft brush and weigh each sample. Abrade samples for 1,000 cycles with a combined load of 500 g (arm plus auxiliary weight) on each arm and CS-10 wheels. Clean the samples with a soft brush and weigh again. The average weight loss for the four plates shall not exceed 60 mg per plate.

971-8.3.3 Retroreflectivity: The white and yellow pavement markings shall attain an initial retroreflectance of not less than 450 mcd/lx·m² and not less than 350 mcd/lx·m², respectively. The retroreflectance of the white and yellow pavement markings at the end of the three year period shall not be less than 150 mcd/lx·m².

971-8.4 Application Properties: Application properties shall meet the requirements of Section 709.

971-8.5 Packaging and Labeling: The two reactive component material shall be placed in 55 gallon open-end steel drums with a re-usable multi-seal sponge gasket or 275 gallon Intermediate Bulk Container (IBC). No more than 50 gallons of material shall be placed in any drum or 250 gallons in any IBC to allow for expansion during transport and storage. Clearly mark the containers with the volume of materials in units of gallons and the product name.

971-9 Profiled Thermoplastic Material.

971-9.1 General: The manufacturer shall utilize alkyd based materials only and shall have the option of formulating the material according to his own specifications. However, the 1137 July 2020

requirements delineated in this Specification shall apply regardless of the type of formulation used. The pigment, reflective elements, and filler shall be well dispersed in the resin.

971-9.2 Composition:

Exhibit F

| Component | Test Method | White | Yellow |
|--|-------------|----------------------------|----------------------------|
| Binder | ASTM D 4797 | 20% minimum | 20% minimum |
| TiO ₂ , Type II Rutile | ASTM D476 | 10% minimum | - |
| Reflective Elements | ASTM D 4797 | % minimum per manufacturer | % minimum per manufacturer |
| Yellow Pigment | | - | % minimum per manufacturer |
| Calcium Carbonate and Inert Filler (-200 mesh sieve) | | % minimum per manufacturer | % minimum per manufacturer |

Note: Percentages are by weight.

The alkyd/maleic binder must consist of a mixture of synthetic resins (at least one synthetic resin must be solid at room temperature) and high boiling point plasticizers. At least one-half of the binder composition must be 100% maleic-modified glycerol of rosin and be no less than 15% by weight of the entire material formulation.

971-9.3 Retroreflective Elements: The reflective elements in the intermix shall be determined by the manufacturer and identified for the APL.

971-9.4 Physical Requirements: Laboratory samples shall be tested in accordance with ASTM D4960 and shall meet the following criteria:

| Property | Test Method | Minimum | Maximum |
|-----------------------------------|---------------------------------|---------|---------|
| Water Absorption | ASTM D570 | - | 0.5% |
| Softening Point | ASTM D36 | 210°F | - |
| Low Temperature Stress Resistance | AASHTO T250 | Pass | - |
| Specific Gravity | Water displacement | 1.9 | 2.3 |
| Indentation Resistance | ASTM D7735* Type A Durometer | 65 | - |
| Impact Resistance | ASTM D256, Method A | 1.0 N·m | - |
| Flash Point | ASTM D92 | 475°F | - |

*The durometer and panel shall be at 80°F, with a 1000 g load applied. Instrument measurement shall be taken after 15 seconds.

971-9.4.1 Set To Bear Traffic Time: When applied at the temperatures and thickness specified by Section 701, the baseline material shall set to bear traffic in not more than two minutes. The bumps shall set to bear traffic in not more than 10 minutes at ambient air temperatures of 80°F or less and in not more than 15 minutes for ambient air temperatures exceeding 80°F.

971-9.4.2 Retroreflectivity: The white and yellow pavement markings shall attain an initial retroreflectance of not less than 300 mcd/lx·m² and not less than 250 mcd/lx·m², respectively. The retroreflectance of the white and yellow pavement markings at the end of the three year period shall not be less than 150 mcd/lx·m².

Exhibit F

971-9.4.3 Durability: Durability shall include flattening of the profile or raised portions of the line. The flattening of the profile or raised portion of the line shall not exceed 25% at the end of the three year period.

971-9.5 Application Properties: Application properties shall meet the requirements of Section 701.

971-9.6 Packing and Labeling: The thermoplastic material shall be packaged in suitable biodegradable or thermo-degradable containers which will not adhere to the product during shipment and storage. The container of thermoplastic material shall weigh approximately 50 pounds. The label shall warn the user that the material shall be heated in the range as recommended by the manufacturer.

971-10 High Friction Thermoplastic Material.

971-10.1 General: The manufacturer shall utilize alkyd based materials only and have the option of formulating the material according to his own specifications. However, the requirements of this Specification shall apply regardless of the formulation used. The pigment, reflective elements, and filler shall be well dispersed in the resin.

971-10.2 Composition:

| Component | Test Method | White |
|-----------------------------------|-------------|------------------------------|
| Binder | ASTM D 4797 | 18% minimum |
| TiO ₂ , Type II Rutile | ASTM D476 | 10% minimum |
| Reflective Elements | ASTM D 4797 | 30% minimum per manufacturer |
| Skid Resistant Elements | | 10% minimum per manufacturer |

Note: Percentages are by weight.

The alkyd/maleic binder shall consist of a mixture of synthetic resins (at least one synthetic resin must be solid at room temperature) and high boiling point plasticizers. At least one-half of the binder composition must be 100% maleic-modified glycerol of rosin and be no less than 15% by weight of the entire material formulation.

971-10.3 Retroreflective Elements: The reflective elements in the intermix shall be determined by the manufacturer and identified on the APL.

971-10.4 Physical Requirements: Laboratory samples shall be tested in accordance with ASTM D4960 and shall meet the following criteria:

| Property | Test Method | Minimum | Maximum |
|--------------------------------------|---------------------------------|---------|---------|
| Softening Point | ASTM D36 | 195°F | - |
| Hardness of Skid Resistance Elements | Moh's Scale | 9 | - |
| Indentation Resistance | ASTM D7735* Type A Durometer | 55 | 85 |
| Impact Resistance | ASTM D256, Method A | 1.0 N·m | - |
| Flash Point | ASTM D92 | 475°F | - |

*The durometer and panel shall be at 115°F, with a 1000 g load applied. Instrument measurement shall be taken after 15 seconds.

Exhibit F

971-10.4.1 Set To Bear Traffic Time: When applied at the temperatures and thicknesses specified by Section 711, the material shall set to bear traffic in not more than two minutes.

971-10.4.2 Retroreflectivity: The white pavement markings shall attain an initial retroreflectance of not less than 275 mcd/lx·m². The retroreflectance of the white pavement markings at the end of the three year period shall not be less than 150 mcd/lx·m².

971-10.4.3 Skid Resistance: The surface of the pavement markings shall provide a minimum initial skid resistance value of 55 BPN when tested in accordance to ASTM E303.

971-10.5 Application Properties: Application properties shall meet the requirements of Section 711.

971-10.6 Packaging and Labeling: The thermoplastic material shall be packaged in suitable biodegradable or thermo-degradable containers which will not adhere to the product during shipment and storage. The container of thermoplastic material shall weigh approximately 50 pounds. The label shall warn the user that the material is to be heated in the range as recommended by the manufacturer.

BID TABULATION & NOTICE OF INTENT TO AWARD



Bid Name: Miscellaneous Pavement Striping Services

ProRFx ID: ITB0324250000042
 Solicitation: ITB# PWD/250466
 ProRFx Type: ITB: Services

Buyer: Ashley Presley
 Buyer Email: apresley@ocalafl.gov
 Buyer Phone: 352-629-8364

Bids: 3

Notifications Sent: 17,308

5/21/2025 Notice of Intent to Award to Brian Bombassei, LLC pending City Council approval.

| Bidder Name | Office Location | Total Bid Amount |
|--------------------------------|--------------------------|---------------------|
| Brian Bombassei, LLC | Ocala, FL | \$749,945.00 |
| McShea Contracting, LLC | Lehigh, Acres, FL | \$858,260.00 |
| Ayopa, Inc | Sanford, FL | \$888,936.90 |

| | | Bidder: | | McShea Contracting, LLC | | Brian Bombassei, LLC | | Ayopa, Inc | |
|--------------|--|-----------|---------|-------------------------|---------------|----------------------|---------------|-------------|---------------|
| | | Location: | | Lehigh Acres, FL | | Ocala, FL | | Sanford, FL | |
| ITEM | DESCRIPTION | UNITS | EST QTY | UNIT COST | EXTENDED COST | UNIT COST | EXTENDED COST | UNIT COST | EXTENDED COST |
| 0706 1 | Retro-Reflective Pavement Markers (Remove) | EA | 150 | \$ 2.00 | \$ 300.00 | \$ 0.35 | \$ 52.50 | \$ 0.24 | \$ 36.00 |
| 0706 3 | Retro-Reflective Pavement Markers | EA | 150 | \$ 6.00 | \$ 900.00 | \$ 4.00 | \$ 600.00 | \$ 3.45 | \$ 517.50 |
| 0710 11111 | Painted Pavement Markings, Standard, White, Solid, 6" | LF | 150 | \$ 1.50 | \$ 225.00 | \$ 0.28 | \$ 42.00 | \$ 0.17 | \$ 25.50 |
| 0710 11122 | Painted Pavement Markings, Standard, White, Solid, 8" | LF | 10 | \$ 1.75 | \$ 17.50 | \$ 0.35 | \$ 3.50 | \$ 0.24 | \$ 2.40 |
| 0710 11123 | Painted Pavement Markings, Standard, White, Solid, 12" | LF | 200 | \$ 3.00 | \$ 600.00 | \$ 0.60 | \$ 120.00 | \$ 0.58 | \$ 116.00 |
| 0710 11124 | Painted Pavement Markings, Standard, White, Solid, 18" | LF | 100 | \$ 3.25 | \$ 325.00 | \$ 0.95 | \$ 95.00 | \$ 0.87 | \$ 87.00 |
| 0710 11125 | Painted Pavement Markings, Standard, White, Solid, 24" | LF | 200 | \$ 3.50 | \$ 700.00 | \$ 1.25 | \$ 250.00 | \$ 1.00 | \$ 200.00 |
| 0710 11131 | Painted Pavement Markings, Standard, White, Skip, 6", 10-30 Or 3-9 Skip | LF | 50 | \$ 1.50 | \$ 75.00 | \$ 0.17 | \$ 8.50 | \$ 0.12 | \$ 6.00 |
| 0710 11151 | Painted Pavement Markings, Standard, White, Dotted / Guideline/ 6-10 Gap Extension, 6" | LF | 25 | \$ 1.50 | \$ 37.50 | \$ 0.20 | \$ 5.00 | \$ 0.18 | \$ 4.50 |
| 0710 11160 | Painted Pavement Markings, Standard, White, Message | EA | 25 | \$ 100.00 | \$ 2,500.00 | \$ 30.00 | \$ 750.00 | \$ 24.00 | \$ 600.00 |
| 0710 11170-C | Painted Pavement Markings, Standard, White, Combination Arrows | EA | 25 | \$ 180.00 | \$ 4,500.00 | \$ 60.00 | \$ 1,500.00 | \$ 24.00 | \$ 600.00 |
| 0710 11170 | Painted Pavement Markings, Standard, White, Arrows | EA | 50 | \$ 90.00 | \$ 4,500.00 | \$ 30.00 | \$ 1,500.00 | \$ 50.00 | \$ 2,500.00 |
| 0710 11180 | Painted Pavement Markings, Standard, White, Yield Line | LF | 50 | \$ 10.00 | \$ 500.00 | \$ 1.25 | \$ 62.50 | \$ 30.00 | \$ 1,500.00 |
| 0710 11211 | Painted Pavement Markings, Standard, Yellow, Solid, 6" | LF | 150 | \$ 1.50 | \$ 225.00 | \$ 0.28 | \$ 42.00 | \$ 0.18 | \$ 27.00 |
| 0710 11222 | Painted Pavement Markings, Standard, Yellow, Solid, 8" | LF | 125 | \$ 1.75 | \$ 218.75 | \$ 0.35 | \$ 43.75 | \$ 0.25 | \$ 31.25 |
| 0710 11223 | Painted Pavement Markings, Standard, Yellow, Solid, 12" | LF | 50 | \$ 3.00 | \$ 150.00 | \$ 0.60 | \$ 30.00 | \$ 0.60 | \$ 30.00 |
| 0710 11224 | Painted Pavement Markings, Standard, Yellow, Solid, 18" | LF | 90 | \$ 3.25 | \$ 292.50 | \$ 0.95 | \$ 85.50 | \$ 0.88 | \$ 79.20 |
| 0710 11231 | Painted Pavement Markings, Standard, Yellow, Skip, 6" | LF | 125 | \$ 1.50 | \$ 187.50 | \$ 0.17 | \$ 21.25 | \$ 0.13 | \$ 16.25 |
| 0710 11251 | Painted Pavement Markings, Standard, Yellow, Dotted/ Guideline/6-10 Gap Extension, 6" | LF | 25 | \$ 1.50 | \$ 37.50 | \$ 0.20 | \$ 5.00 | \$ 0.15 | \$ 3.75 |
| 0710 11311 | Painted Pavement Markings, Standard, Black, Solid, 6" | LF | 100 | \$ 1.50 | \$ 150.00 | \$ 0.28 | \$ 28.00 | \$ 0.16 | \$ 16.00 |
| 0710 11331 | Painted Pavement Markings, Standard, Black, Skip, 6" | LF | 50 | \$ 1.50 | \$ 75.00 | \$ 0.17 | \$ 8.50 | \$ 0.13 | \$ 6.50 |
| 0710 11333 | Painted Pavement Markings, Standard, Black, 3'-9" Skip, 12" | LF | 50 | \$ 3.00 | \$ 150.00 | \$ 0.25 | \$ 12.50 | \$ 0.30 | \$ 15.00 |
| 0710 11351 | Painted Pavement Markings, Standard, Black, Dotted/Guideline/ 6-10 Gap Extension, 6" | LF | 50 | \$ 1.50 | \$ 75.00 | \$ 0.17 | \$ 8.50 | \$ 0.17 | \$ 8.50 |
| 0710 11421 | Painted Pavement Markings, Standard, Blue, Solid, 6" | LF | 150 | \$ 5.00 | \$ 750.00 | \$ 0.28 | \$ 42.00 | \$ 0.19 | \$ 28.50 |
| 0710 11421-S | Painted Pavement Markings, Standard, Blue, Handicap Symbol | EA | 10 | \$ 100.00 | \$ 1,000.00 | \$ 30.00 | \$ 300.00 | \$ 0.19 | \$ 1.90 |
| E711 11121 | Thermoplastic, Standard, White, Solid, 6" | LF | 300 | \$ 2.00 | \$ 600.00 | \$ 1.35 | \$ 405.00 | \$ 0.80 | \$ 240.00 |
| E711 11141 | Thermoplastic, Standard, White, Skip, 6" | LF | 250 | \$ 2.00 | \$ 500.00 | \$ 1.75 | \$ 437.50 | \$ 0.80 | \$ 200.00 |
| 0711 11123 | Thermoplastic, Standard, White, Solid, 12" | LF | 350 | \$ 6.00 | \$ 2,100.00 | \$ 2.65 | \$ 927.50 | \$ 1.20 | \$ 420.00 |
| 0711 11124 | Thermoplastic, Standard, White, Solid, 18" | LF | 100 | \$ 7.00 | \$ 700.00 | \$ 3.70 | \$ 370.00 | \$ 3.48 | \$ 348.00 |
| 0711 11125 | Thermoplastic, Standard, White, Solid, 24" | LF | 250 | \$ 8.00 | \$ 2,000.00 | \$ 6.50 | \$ 1,625.00 | \$ 5.00 | \$ 1,250.00 |
| 0711 11141 | Thermoplastic, Standard, White, 2-4 Dotted Guideline/ 6-10 Gap Extension, 6" | LF | 75 | \$ 2.00 | \$ 150.00 | \$ 1.40 | \$ 105.00 | \$ 1.25 | \$ 93.75 |
| 0711 11144 | Thermoplastic, Standard, White, 2-2 Dotted Extension Line, 12" | LF | 50 | \$ 2.00 | \$ 100.00 | \$ 3.60 | \$ 180.00 | \$ 1.24 | \$ 62.00 |
| 0711 11131 | Thermoplastic, Standard, White, 6" 10"x30" Skip Stripe | LF | 150 | \$ 2.00 | \$ 300.00 | \$ 1.40 | \$ 210.00 | \$ 1.08 | \$ 162.00 |
| 0711 11160 | Thermoplastic, Standard, White, Message or Symbol | EA | 25 | \$ 175.00 | \$ 4,375.00 | \$ 95.00 | \$ 2,375.00 | \$ 85.00 | \$ 2,125.00 |
| 0711 11170 | Thermoplastic, Standard, White, Arrow | EA | 50 | \$ 150.00 | \$ 7,500.00 | \$ 90.00 | \$ 4,500.00 | \$ 75.00 | \$ 3,750.00 |
| 0711 11170-C | Thermoplastic, Standard, White, Combination Arrow | EA | 25 | \$ 200.00 | \$ 5,000.00 | \$ 180.00 | \$ 4,500.00 | \$ 152.00 | \$ 3,800.00 |
| 0711 11180 | Thermoplastic, Standard, White, Yield Line | LF | 150 | \$ 10.00 | \$ 1,500.00 | \$ 4.60 | \$ 690.00 | \$ 77.00 | \$ 11,550.00 |
| E711 11221 | Thermoplastic, Standard, Yellow, Solid, 6" | LF | 300 | \$ 2.00 | \$ 600.00 | \$ 1.35 | \$ 405.00 | \$ 0.78 | \$ 234.00 |
| 0711 11222 | Thermoplastic, Standard, Yellow, Solid, 8" | LF | 150 | \$ 2.50 | \$ 375.00 | \$ 1.50 | \$ 150.00 | \$ 1.18 | \$ 177.00 |
| 0711 11223 | Thermoplastic, Standard, Yellow, Solid, 12" | LF | 100 | \$ 6.00 | \$ 600.00 | \$ 2.65 | \$ 265.00 | \$ 1.99 | \$ 199.00 |
| 0711 11224 | Thermoplastic, Standard, Yellow, Solid, 18" | LF | 150 | \$ 7.00 | \$ 1,050.00 | \$ 3.70 | \$ 555.00 | \$ 3.49 | \$ 523.50 |
| 0711 11225 | Thermoplastic, Standard, Yellow, Solid, 24" | LF | 25 | \$ 8.00 | \$ 200.00 | \$ 6.50 | \$ 162.50 | \$ 5.00 | \$ 125.00 |
| E711 11241 | Thermoplastic, Standard, Yellow, Skip, 6" | LF | 150 | \$ 2.00 | \$ 300.00 | \$ 1.40 | \$ 210.00 | \$ 1.10 | \$ 165.00 |
| 0711 11251 | Thermoplastic, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6" | LF | 75 | \$ 2.00 | \$ 150.00 | \$ 1.40 | \$ 105.00 | \$ 1.22 | \$ 91.50 |
| 0711 11421 | Thermoplastic, Standard, Blue, Solid, 6" | LF | 150 | \$ 10.00 | \$ 1,500.00 | \$ 3.00 | \$ 450.00 | \$ 5.00 | \$ 750.00 |
| 0711 11421-S | Thermoplastic Pavement Markings, Standard, Blue, Handicap Symbol | EA | 10 | \$ 150.00 | \$ 1,500.00 | \$ 300.00 | \$ 3,000.00 | \$ 163.00 | \$ 1,630.00 |
| 0711 12121 | Thermoplastic, Refurbishment, White, Solid, 6" | LF | 1000 | \$ 1.75 | \$ 1,750.00 | \$ 1.30 | \$ 1,300.00 | \$ 0.79 | \$ 790.00 |
| 0711 12122 | Thermoplastic, Refurbishment, White, Solid, 8" | LF | 250 | \$ 1.95 | \$ 487.50 | \$ 1.55 | \$ 387.50 | \$ 300.00 | \$ 75,000.00 |
| 0711 12123 | Thermoplastic, Refurbishment, White, Solid, 12" | LF | 5000 | \$ 5.00 | \$ 25,000.00 | \$ 2.60 | \$ 13,000.00 | \$ 0.78 | \$ 3,900.00 |
| 0711 12124 | Thermoplastic, Refurbishment, White, Solid, 18" | LF | 525 | \$ 6.00 | \$ 3,150.00 | \$ 3.65 | \$ 1,916.25 | \$ 1.19 | \$ 624.75 |
| 0711 12125 | Thermoplastic, Refurbishment, White, Solid, 24" | LF | 800 | \$ 7.00 | \$ 5,600.00 | \$ 6.25 | \$ 5,000.00 | \$ 0.98 | \$ 1,584.00 |
| E711 12141 | Thermoplastic, Refurbishment, White, Skip, 6" | LF | 500 | \$ 1.75 | \$ 875.00 | \$ 1.35 | \$ 675.00 | \$ 1.77 | \$ 885.00 |
| 0711 12141 | Thermoplastic, Refurbishment, White, 2-4 dotted guideline / 6-10 gap extension, 6" | LF | 135 | \$ 1.75 | \$ 236.25 | \$ 1.35 | \$ 182.25 | \$ 1.22 | \$ 164.70 |
| 0711 12160 | Thermoplastic, Refurbish, White, Message | EA | 60 | \$ 150.00 | \$ 9,000.00 | \$ 90.00 | \$ 5,400.00 | \$ 0.03 | \$ 1.80 |
| 0711 12170 | Thermoplastic, Refurbish, White, Arrows | EA | 320 | \$ 125.00 | \$ 40,000.00 | \$ 90.00 | \$ 28,800.00 | \$ 72.00 | \$ 23,040.00 |
| 0711 12170-C | Thermoplastic, Refurbish, White, Combination Arrows | EA | 250 | \$ 175.00 | \$ 43,750.00 | \$ 180.00 | \$ 45,000.00 | \$ 148.00 | \$ 37,000.00 |
| 0711 12221 | Thermoplastic, Refurbishment, Yellow, Solid, 6" | LF | 5000 | \$ 1.75 | \$ 8,750.00 | \$ 1.35 | \$ 6,750.00 | \$ 0.78 | \$ 3,900.00 |
| 0711 12222 | Thermoplastic, Refurbishment, Yellow, Solid, 8" | LF | 500 | \$ 1.95 | \$ 975.00 | \$ 1.55 | \$ 775.00 | \$ 1.09 | \$ 545.00 |
| 0711 12224 | Thermoplastic, Refurbishment, Yellow, Solid, 18" | LF | 1000 | \$ 6.00 | \$ 6,000.00 | \$ 3.60 | \$ 3,600.00 | \$ 3.40 | \$ 3,400.00 |
| 0711 12231 | Thermoplastic, Refurbishment, Yellow, Skip, 6" | LF | 960 | \$ 1.75 | \$ 1,680.00 | \$ 1.30 | \$ 1,248.00 | \$ 1.08 | \$ 1,036.80 |
| 0711 12241 | Thermoplastic, refurbishment, yellow 2-4 dotted guideline/ 6-10 gap extension, 6" | LF | 150 | \$ 1.75 | \$ 262.50 | \$ 1.30 | \$ 195.00 | \$ 525.00 | \$ 78,750.00 |
| 0711 14121 | Thermoplastic, Preformed, White, Solid, 6" | LF | 250 | \$ 11.50 | \$ 2,875.00 | \$ 6.00 | \$ 1,500.00 | \$ 0.78 | \$ 195.00 |
| 0711 14122 | Thermoplastic, Preformed, White, Solid, 8" | LF | 100 | \$ 12.50 | \$ 1,250.00 | \$ 8.00 | \$ 800.00 | \$ 1.19 | \$ 119.00 |
| 0711 14123 | Thermoplastic, Preformed, White, Solid, 12" | LF | 500 | \$ 14.00 | \$ 7,000.00 | \$ 9.00 | \$ 4,500.00 | \$ 1.98 | \$ 990.00 |
| 0711 14124 | Thermoplastic, Preformed, White, Solid, 18" | LF | 80 | \$ 17.00 | \$ 1,360.00 | \$ 15.00 | \$ 1,200.00 | \$ 3.48 | \$ 278.40 |
| 0711 14125 | Thermoplastic, Preformed, White, Solid, 24" | LF | 500 | \$ 20.00 | \$ 10,000.00 | \$ 20.00 | \$ 10,000.00 | \$ 5.00 | \$ 2,500.00 |
| 0711 14131 | Thermoplastic, Preformed, White, Skip, 6" | LF | 150 | \$ 11.50 | \$ 1,725.00 | \$ 6.00 | \$ 900.00 | \$ 0.80 | \$ 120.00 |
| 0711 14160 | Thermoplastic, Preformed, White, Message | EA | 50 | \$ 500.00 | \$ 25,000.00 | \$ 350.00 | \$ 17,500.00 | \$ 550.00 | \$ 27,500.00 |
| 0711 14170 | Thermoplastic, Preformed, White, Arrows | EA | 50 | \$ 250.00 | \$ 12,500.00 | \$ 350.00 | \$ 17,500.00 | \$ 500.00 | \$ 25,000.00 |
| 0711 14170-C | Thermoplastic, Preformed, White, Combination Arrows | EA | 50 | \$ 500.00 | \$ 25,000.00 | \$ 450.00 | \$ 22,500.00 | \$ 750.00 | \$ 37,500.00 |
| 0711 14180 | Thermoplastic, Preformed, White, Yield Line | LF | 250 | \$ 10.00 | \$ 2,500.00 | \$ 300.00 | \$ 75,000.00 | \$ 75.00 | \$ 18,750.00 |
| 0711 14221 | Thermoplastic, Preformed, Yellow, Solid, 6" | LF | 250 | \$ 11.50 | \$ 2,875.00 | \$ 6.00 | \$ 1,500.00 | \$ 0.75 | \$ 187.50 |

| Bidder: | | | | McShea Contracting, LLC | | Brian Bombassel, LLC | | Ayopa, Inc | |
|---|---|----|------|-------------------------|--------------|----------------------|--------------|----------------------|--------------|
| Location: | | | | Lehigh Acres, FL | | Ocala, FL | | Sanford, FL | |
| 0711 14222 | Thermoplastic, Preformed, Yellow, Solid, 8" | LF | 100 | \$ 12.50 | \$ 1,250.00 | \$ 8.00 | \$ 800.00 | \$ 1.17 | \$ 117.00 |
| 1711 14241 | Thermoplastic, Preformed, Yellow, 2-4 Dotted Guideline | LF | 100 | \$ 11.50 | \$ 1,150.00 | \$ 6.00 | \$ 600.00 | \$ 0.18 | \$ 18.00 |
| 0711 14421 | Thermoplastic, Preformed Standard, Blue, Solid, 6" | LF | 500 | \$ 12.00 | \$ 6,000.00 | \$ 6.00 | \$ 3,000.00 | \$ 5.00 | \$ 2,500.00 |
| 0711 11421-PHS | Thermoplastic, Preformed Pavement Markings, Standard, Blue, Handicap Symbol | EA | 10 | \$ 250.00 | \$ 2,500.00 | \$ 250.00 | \$ 2,500.00 | \$ 150.00 | \$ 1,500.00 |
| 0711 14224 | Thermoplastic, Preformed, Yellow, Solid, 18" | LF | 200 | \$ 17.00 | \$ 3,400.00 | \$ 15.00 | \$ 3,000.00 | \$ 3.50 | \$ 700.00 |
| 0711 14123 | Thermoplastic, Preformed, White, Solid, 12" | LF | 325 | \$ 14.00 | \$ 4,550.00 | \$ 9.00 | \$ 2,925.00 | \$ 2.00 | \$ 650.00 |
| 0711 14125 | Thermoplastic, Preformed, White, Solid, 24" | LF | 350 | \$ 20.00 | \$ 7,000.00 | \$ 20.00 | \$ 7,000.00 | \$ 5.00 | \$ 1,750.00 |
| 0711 14560 | Thermoplastic, Preformed, White with Black Contrast, Message | EA | 10 | \$ 750.00 | \$ 7,500.00 | \$ 350.00 | \$ 3,500.00 | \$ 575.00 | \$ 5,750.00 |
| 0711 14160-PB | Thermoplastic Preformed Pavement Markings, Standard, Bike Symbol | EA | 50 | \$ 200.00 | \$ 10,000.00 | \$ 200.00 | \$ 10,000.00 | \$ 260.00 | \$ 13,000.00 |
| 0711 14141 | Thermoplastic, Preformed, White, 2-4 Dotted Guideline | LF | 125 | \$ 11.50 | \$ 1,437.50 | \$ 5.00 | \$ 625.00 | \$ 0.14 | \$ 17.50 |
| 0711 14570 | Thermoplastic, Preformed, White with Black Contrast, Arrow | EA | 50 | \$ 750.00 | \$ 37,500.00 | \$ 500.00 | \$ 25,000.00 | \$ 540.00 | \$ 27,000.00 |
| E711 14 1 | Thermoplastic, Preformed, White, Helmeted Bicyclist Symbol | EA | 50 | \$ 200.00 | \$ 10,000.00 | \$ 200.00 | \$ 10,000.00 | \$ 89.00 | \$ 4,450.00 |
| E711 14 3 | Thermoplastic, Preformed, White, Bike Lane Arrow | EA | 50 | \$ 125.00 | \$ 6,250.00 | \$ 115.00 | \$ 5,750.00 | \$ 87.00 | \$ 4,350.00 |
| 0711 14-CDG | Clearing Dirt / Grass from Edge-Line | LF | 750 | \$ 3.00 | \$ 2,250.00 | \$ 1.00 | \$ 750.00 | \$ 1.00 | \$ 750.00 |
| 0711 14-LMK | Lay-Out for Markings | SF | 250 | \$ 2.00 | \$ 500.00 | \$ 1.00 | \$ 250.00 | \$ 0.03 | \$ 7.50 |
| 0711 14-LS | Lay-Out for Symbol | SF | 150 | \$ 2.00 | \$ 300.00 | \$ 1.00 | \$ 150.00 | \$ 0.03 | \$ 4.50 |
| 0711 14-LME | Lay-Out for message | SF | 250 | \$ 2.00 | \$ 500.00 | \$ 1.00 | \$ 250.00 | \$ 0.03 | \$ 7.50 |
| 0711 14-RG | Remove existing marking Grinding | SF | 1000 | \$ 5.00 | \$ 5,000.00 | \$ 1.25 | \$ 1,250.00 | \$ 0.99 | \$ 990.00 |
| 0711-14-RWB | Remove existing marking Water Blast | SF | 50 | \$ 60.00 | \$ 3,000.00 | \$ 5.00 | \$ 250.00 | \$ 1.00 | \$ 50.00 |
| 0711 14-HHP | Maintenance /Installation of Painted Specialty Hilton Hotel Parking Garage Markings | EA | 120 | \$ 250.00 | \$ 30,000.00 | \$ 25.00 | \$ 3,000.00 | \$ 27.00 | \$ 3,240.00 |
| ANNUAL PRICING: | | | | \$ 429,280.00 | | \$ 374,972.50 | | \$ 444,468.45 | |
| INITIAL CONTRACT TERM (2 YEAR) PRICING | | | | \$ 858,260.00 | | \$ 749,945.00 | | \$ 888,936.90 | |



Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Legislation Text

File #: 2025-1479

Agenda Item #: 10h.

Submitted By: Tom Duncan

Presentation By: Tom Duncan

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Approve the purchase of five Federal Transit Administration Heavy-duty Category B 35-foot low-floor plus battery electric transit buses from Gillig, LLC, in the amount of \$6,264,500

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place, Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The Growth Management Department recommends the purchase of five (5) Federal Transit Administration (FTA) heavy-duty Category B 35-foot low-floor plus battery electric transit buses utilizing Pinellas Suncoast Transit Authority's (PSTA) contract with Gillig, LLC (Contract No. C-22-MT-002) in the amount of \$6,264,500.

Funding for this acquisition comes entirely from the FTA's Low or No Emission Vehicle Program, referred to as "Lo-No," and requires no local match. City Council approved the grant funding through Budget Resolution 2024-151 on July 2, 2024, in the amount of \$16,166,822. These upgrades support SunTran's broader goals of improving service reliability, diversifying the transit fleet, and enhancing overall quality.

FINDINGS AND CONCLUSIONS:

A policy exception request to piggyback PSTA's contract was submitted by Growth Management staff and approved by the Procurement and Contracting Officer on June 6, 2025. PSTA awarded Contract No. C-22-MT-002 to Gillig, LLC, after a competitive solicitation (RFP 21-980369) where four firms were evaluated: (i) Gillig, LLC, (ii) New Flyer of America, (iii) Proterra Operating Company, and (iv) BYD Coach and Bus. Gillig, LLC, was the highest ranked proposer and the resulting two-year contract commenced on October 27, 2021. The most recent amendment of Contract No. C-22-MT-002, Amendment 3, extended the contract term through October 25, 2025.

SunTran and Procurement Department staff have evaluated the underlying contract and solicitation documents. The solicitation conducted by PSTA was conducted in compliance with Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200). In its quote, Gillig, LLC, has agreed to extend the pricing offered to PSTA under Contract No. C-22-MT-002 (as amended) to the City of Ocala.

SunTran staff completed a price analysis as required by FTA. BYD Coach and Bus was disqualified from FTA-funded projects as of December 20, 2021, under the National Defense Authorization Act, making them ineligible for use by the City of Ocala. Proterra filed for bankruptcy in 2021. Of the two remaining vendors, staff determined that the pricing offered by Gillig is fair and reasonable and offers the City the best value.

FISCAL IMPACT:

The project requires no local match and will be fully funded through the Lo-No grant account 494-060-458-544-66-64010.

PROCUREMENT REVIEW:

These goods and services are being procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

N/A. The City's standard and approved Purchase Order terms and conditions will govern the purchase of these goods.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

PRICE VARIANCE

4/23/2025 REV 1

CITY OF OCALA FL - OFF RFP 21-980369 STATE OF FLORIDA ELECTRIC

(5) 35' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

| ITEM | STATE OF FL - ELECTRIC BUS BASE | CITY OF OCALA SPEC | VARIANCE |
|---|---------------------------------|---------------------------|----------|
| LOW FLOOR PLUS EXTERIOR STYLING PACKAGE | INCLUDED IN BASE | REQUIRED | - |
| CUMMINS EV TRACTION MOTOR, INVERTERS & POWER MANAGEMENT SYSTEMS | INCLUDED IN BASE | REQUIRED | - |
| ESS ENERGY STORAGE SYSTEM WITH 7 BATTERY PACKS (686 KWH) | INCLUDED IN BASE | REQUIRED | - |
| (1) CCS TYPE 1 PLUG-IN CHARGING PORT CURBSIDE REAR | INCLUDED IN BASE | REQUIRED | - |
| COOLANT FILTER FOR EBUS APPLICATION | INCLUDED IN BASE | REQUIRED | - |
| DISC BRAKES | INCLUDED IN BASE | REQUIRED | - |
| AXLE HUB SEALS (OIL) | INCLUDED IN BASE | REQUIRED | - |
| MERITOR FRONT & REAR AXLES | INCLUDED IN BASE | REQUIRED | - |
| MAGNETIC AXLE DRAIN PLUGS | INCLUDED IN BASE | REQUIRED | - |
| ELECTRONIC STABILITY CONTROL | INCLUDED IN BASE | REQUIRED | - |
| AUTOMATIC TRACTION CONTROL | INCLUDED IN BASE | REQUIRED | - |
| WHEEL MOUNTING (HUB PILOTED) | INCLUDED IN BASE | REQUIRED | - |
| WHEELS - (7) ALUMINUM HIGH POLISHED | INCLUDED IN BASE | REQUIRED | - |
| DURABRIGHT WHEELS | NOT INCLUDED IN BASE | REQUIRED | 479.00 |
| TIRES - CUSTOMER SUPPLIED | INCLUDED IN BASE | GILLIG PROVIDED (7) TIRES | 6,545.00 |
| ELECTRIC STEERING ASSIST | INCLUDED IN BASE | REQUIRED | - |
| VIP TEXTURED STEERING WHEEL | INCLUDED IN BASE | REQUIRED | - |
| ELECTRIC PROGRAMMABLE GAUGE (REAR RUN BOX) | INCLUDED IN BASE | REQUIRED | - |
| ELECTRIC HYDRAULIC PUMP | INCLUDED IN BASE | REQUIRED | - |
| ELECTRICAL TOW CONNECTION | NOT INCLUDED IN BASE | REQUIRED | 183.00 |
| AD-IP AIR DRYER FOR EBUS APPLICATION | INCLUDED IN BASE | REQUIRED | - |
| LEVEL 2 INSULATION | INCLUDED IN BASE | REQUIRED | - |
| (2) ODYSSEY AGM GROUP 31 | INCLUDED IN BASE | REQUIRED | - |
| BATTERY JUMP START CONN (FRONT CONNECTION) | INCLUDED IN BASE | REQUIRED | - |
| LIFT-U LU 18 WHEELCHAIR RAMP | INCLUDED IN BASE | REQUIRED | - |
| TK ELECTRIC HVAC SYSTEM TE18 | INCLUDED IN BASE | REQUIRED | - |
| R407C REFRIGERANT | INCLUDED IN BASE | REQUIRED | - |
| DRIVERS AUXILIARY OVERHEAD VENTILATION DIFFUSERS | INCLUDED IN BASE | REQUIRED | - |
| KNEELING - FRONT ONLY | INCLUDED IN BASE | REQUIRED | - |
| EBUS COLD WEATHER PACKAGE W/ DIESEL & ELECTRIC FIRED AUXILIARY COOLANT HEATER | NOT INCLUDED IN BASE | NOT REQUIRED | - |
| EBUS COLD WEATHER FRONT THRESHOLD HEATER AND REAR CURB SIDE HEATER | NOT INCLUDED IN BASE | NOT REQUIRED | - |
| DASH FAN(S) | NOT INCLUDED IN BASE | (1) REQUIRED | 95.00 |
| 40" SLIDE GLIDE FRONT DOOR | INCLUDED IN BASE | REQUIRED | - |
| 34" SWING OPEN REAR DOOR | INCLUDED IN BASE | REQUIRED | - |
| FULL DRIVER DOOR CONTROLS | INCLUDED IN BASE | REQUIRED | - |

PRICE VARIANCE

4/23/2025 REV 1

CITY OF OCALA FL - OFF RFP 21-980369 STATE OF FLORIDA ELECTRIC
(5) 35' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

| ITEM | STATE OF FL - ELECTRIC BUS BASE | CITY OF OCALA SPEC | VARIANCE |
|---|---|---|-----------|
| VAPOR 5-POSITION MANUAL DOOR CONTROL | INCLUDED IN BASE | REQUIRED | - |
| 44" ELE. EQUIPMENT CABINET W / 2 FANS | INCLUDED IN BASE | REQUIRED | - |
| PASSENGER INFO STATION | NOT INCLUDED IN BASE | OBIC19/21 4PW 1L | 365.00 |
| SCHEDULE RACKS | NOT INCLUDED IN BASE | (3) 3.75" W x 7" H x 1.5" D CLEAR ACRYLIC | 75.00 |
| AMSECO INSIGHT PRIME W/ A.R.M, Q'STRIAINT RESTRAINTS | INCLUDED IN BASE | AMSECO INSIGHT PRIME PLUS (OCALA SPEC) | 8,027.00 |
| UPPER DECK SEAT RISERS FOR FORWARD FACING SEATS | NOT INCLUDED IN BASE | REQUIRED | 3,229.00 |
| AMSECO ARM W/ Q'STRIAINT BELTS AT ADA POSITIONS | INCLUDED IN BASE | (1) Q-POD AND (1) QUANTUM | 18,943.00 |
| SSTL FRONT WHEELWELL VERTICAL STANCHIONS (CS & SS) | INCLUDED IN BASE | REQUIRED | - |
| RECARO ERGO METRO AM80 W/ HEADREST & 3-PT BELT | INCLUDED IN BASE | RECARO ERGO METRO AM80 W/ HEADREST & 3-PT ORANGE BELT | - |
| ADJUSTABLE D-LOOP (RECARO ONLY) | INCLUDED IN BASE | NOT REQUIRED | (230.00) |
| PULL CORD PASSENGER SIGNALS | INCLUDED IN BASE | REQUIRED | - |
| STOP REQUEST LAMP AT DASH INCLUDED W/ MULTIFUNCTIONAL DASH DISPLAY II | INCLUDED IN BASE | REQUIRED | - |
| WRAPAROUND DRIVERS BARRIER W/OUT SCHEDULE HOLDERS | INCLUDED IN BASE | REQUIRED | - |
| DRIVERS PROTECTION BARRIER | NOT INCLUDED IN BASE | AROWGUARD W/ EXTENDED GLASS | 5,475.00 |
| OVERHEAD GRAB STRAPS | NOT INCLUDED IN BASE | NOT REQUIRED | - |
| SSTL STANCHIONS | INCLUDED IN BASE | REQUIRED | - |
| AROW PASSENGER WINDOWS (FRAMED FULL FIXED) | INCLUDED IN BASE | AROW BONDED FRAME/ FULL SLIDERS | 2,360.00 |
| HALOGEN LOW & HIGH BEAM HEADLIGHTS | INCLUDED IN BASE | LED LOW & HIGH BEAM | 1,100.00 |
| 4" LED STOP/TAIL / TURN / BACK UP LAMPS | INCLUDED IN BASE | REQUIRED | - |
| AUXILIARY STOP LAMPS | NOT INCLUDED | (2) 4" RED LED AUXILIARY STOP LAMPS MOUNTED LOWER CENTER HVAC GRILL | 150.00 |
| I/O CONTROLS INTERIOR LAMPS | INCLUDED IN BASE | REQUIRED | - |
| PLEASURE RADIO | NOT INCLUDED IN BASE | REI,AM/FM,CD,MP3,USB,WEATHERBAND PLAYER, W/ BUILT-IN PA FUNCTION W/ METRA 44-U01R ANTENNA | 456.00 |
| 2-WAY RADIO & ANTENNA | INCLUDED IN BASE | REQUIRED | - |
| REI PA SYSTEM / VOICE ANNUNCIATOR | INCLUDED IN BASE | INCLUDED W/ ITS SYSTEM | - |
| (6) INSIDE SPEAKERS | INCLUDED IN BASE | REQUIRED | - |
| CAD / AVL ITS SYSTEM | NOT INCLUDED IN BASE | AVAIL ITS SYSTEM (PER OCALA SPEC) | 58,059.00 |
| AUTOMATIC PASSENGER COUNTER | NOT INCLUDED IN BASE | INCLUDED IN ITS | - |
| DRIVERS SPEAKER | INCLUDED IN BASE | REQUIRED | - |
| HAND HELD MIC | INCLUDED IN BASE | REQUIRED | - |
| BOOM MIC | NOT INCLUDED IN BASE | REQUIRED | 50.00 |
| OUTSIDE SPEAKERS | (1) SPEAKER MOUNTED FRONT C/S SKIRT PANEL | REQUIRED | |

PRICE VARIANCE

4/23/2025 REV 1

CITY OF OCALA FL - OFF RFP 21-980369 STATE OF FLORIDA ELECTRIC

(5) 35' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

| ITEM | STATE OF FL - ELECTRIC BUS BASE | CITY OF OCALA SPEC | VARIANCE |
|--|---------------------------------|--|-----------|
| TWIN VISION WHITE DESTINATION SIGNS (FRONT & CURBSIDE) | INCLUDED IN BASE | REQUIRED | - |
| FAREBOX - PRE-WIRE ONLY | INCLUDED IN BASE | DIAMOND SV , W 2 VAULTS | 3,174.00 |
| FAREBOX GUARD | INCLUDED IN BASE | REQUIRED | - |
| MANUAL PASSENGER COUNTER | NOT INCLUDED IN BASE | REQUIRED 2 ROW X 4 TALLY | 352.00 |
| FULL COMPOSITE FLOOR | INCLUDED IN BASE | REQUIRED | - |
| ALTRO FLOORING MATERIAL | INCLUDED IN BASE | REQUIRED | - |
| FLOOR TRIM | VINYL | REQUIRED | - |
| FRONT & REAR ROOF HATCHES | INCLUDED IN BASE | REAR ONLY | (254.00) |
| EXTERIOR MIRRORS - 10" X 11" 2-PC, FLAT / CONVEX W/ REMOTE & HEAT | INCLUDED IN BASE | REQUIRED | - |
| SUN SHADES | AUTO-MOTION, CORD RELEASE | REQUIRED | - |
| FIRE SUPPRESSION - AMEREX V-30 W/ 24HR BATTERY WITHOUT / ESS SUPPRESSION | INCLUDED IN BASE | FOGMAKER | (692.00) |
| VIDEO SURVEILLANCE | NOT INCLUDED IN BASE | TSI (PER CUSTOMER SPEC) | 13,653.00 |
| BIKE RACK | NOT INCLUDED IN BASE | SPORTWORKS DL 2 SSTL | 1,438.00 |
| BIKE RACK DEPLOYED LAMP | NOT INCLUDED IN BASE | REQUIRED | 200.00 |
| 10 UNIT MEDICAL AID KIT | NOT INCLUDED IN BASE | REQUIRED | 35.00 |
| ELECTRONIC MFD MULTI FUNCTION DASH DISPLAY (MFD II) | INCLUDED IN BASE | REQUIRED | - |
| WASTE CONTAINER | NOT INCLUDED IN BASE | REQUIRED RUBBERMAID 2.25 GALLON MOUNTED ON FRONT DASH AREA. | 170.00 |
| ADJUSTABLE PEDALS | NOT INCLUDED IN BASE | REQUIRED | 1,130.00 |
| EXTERIOR PAINT - 1 COLOR | INCLUDED IN BASE | REQUIRED | - |
| CLEAR COAT | NOT INCLUDED IN BASE | REQUIRED | 650.00 |
| EXTERIOR GRAPHICS - BUS NUMBERS ONLY | INCLUDED IN BASE | REQUIRED | - |
| WARRANTY - ESS (BATTERIES) 72 MONTHS / 300,000 MILES | INCLUDED IN BASE | REQUIRED | - |
| WARRANTY - (TRACTION MOTOR) 36 MONTHS / 100,000 MILES | INCLUDED IN BASE | REQUIRED | - |
| WARRANTY (ALL OTHER COMPONENTS - BASE COVERAGES INCLUDED IN CONTRACT | INCLUDED IN BASE | REQUIRED | - |
| TRAINING | NOT INCLUDED IN BASE | (2) 24 HOUR CLASSES FOR BEB, 9840 PER CLASS X 2 = 19,680 / 5 BUSES | 3,936.00 |

| | |
|--|---------------------|
| TOTAL CITY OF OCALA, FL VARIANCES | 129,153.00 |
| PSTA, FL - STATE OF FLORIDA 35' LOW FLOOR PLUS ELECTRIC BASE W/ 7 PACKS (686 kWh) UNIT PRICE | 849,293.00 |
| DELIVERY INCLUDED IN BASE | - |
| CITY OF OCALA, FL 35' LOW FLOOR PLUS ELECTRIC BASE UNIT PRICE | 978,446.00 |
| PPI 1413 ADJUSTMENT 362.9 (MAR '25) / 283.4 (OCT '21) = 28.05% | 274,454.00 |
| CITY OF OCALA, FL 35' LOW FLOOR PLUS ELECTRIC BUS PRICE | 1,252,900.00 |

CONFIDENTIAL

This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.



April 23, 2025

Mr. Tom Duncan
Transit Administrator
Growth Management
City of Ocala | SunTran
201 SE 3rd Street (2nd floor)
Ocala, FL 34471

Dear Tom,

Thank you for your interest in purchasing FIVE (5) 35' Low Floor Plus Battery Electric bus utilizing the PSTA State of Florida contract RFP 21-980369 with GILLIG. Please reference the price summary dated 4-23-2025 that pertains to your order.

GILLIG is pleased to quote the following prices:

| | |
|--|----------------------------|
| 35' BATTERY ELECTRIC LOW FLOOR PLUS BUS | \$1,252,900.00 each |
|--|----------------------------|

This price is valid for 90 days and is FOB Gainesville, FL. Prices exclude any taxes and license fees. The production start date of this order will begin within 18 – 20 months from receipt of purchase order.

The current Administration has recently placed substantial tariffs on goods imported into the United States, and there have been indications that additional or different tariffs may be imposed. Although we are actively working with our suppliers to determine the financial impact these tariffs may ultimately have on our material and production costs, we believe in some cases (bus configuration) it will add a significant cost to the bus price which GILLIG is unable to absorb. As a valued partner, you have our commitment and assurance that we will do everything possible to minimize the impact as we navigate this developing situation. However, contract modifications and price adjustments will likely be necessary to offset any cost increases due to these tariffs.

We thank you for this opportunity and appreciate your interest in GILLIG and our products. We at GILLIG look forward to building another order for RTS Gainesville and in so doing, continuing to build our lasting partnership. Working together, GILLIG is confident we can manage the tariff situation and continue to build and deliver the best transit buses in the industry along with the highest level of customer satisfaction.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Butch Sibley
Regional Sales Manager
Gillig LLC
510-589-9430
bsibley@gillig.com

From: City of Ocala - Contracting Officer
 To: Tom Duncan; Shayla J. Roberts; Darhne Robinson; Megan Dugan; Contracts; Eileen M. Marquez; Louis Joseph; Ashley Prexley; David C. Williams; Patricia Lewis
 Subject: Your policy exception has been approved.
 Date: Friday, June 6, 2025 12:04:54 PM

Your policy exception has been **approved**.

Approval Comments: drobinson@ocalafl.org

The department is approved to piggyback Pinellas Suncoast Transit Authority's contract with Gillig, LLC for the purchase of five 35' low floor plus battery electric buses. PSTA's contract with Gillig was awarded after a competitive solicitation (RFP 21-980369) where four firms (Gillig LLC, New Flyer of America, Proterra Operating Company, and BYD Coach and Bus) were evaluated and ranked with Gillig being ranked the highest. The resulting contract, Contract No. C-22-MT-002, was effective for an initial term of two years on October 27, 2021. Amendment 3 to the contract, effective November 19, 2024, extended the contract term through October 25, 2025. SunTran staff conducted the a price analysis as required by FTA regulations. BYD Coach and Bus was restricted for FTA use effective December 20, 2021 due to the National Defense Authorization Act and, as such, the City of Ocala is prohibited from utilizing them due to our use of grant funding. Proterra filed for bankruptcy in 2021. Of the two remaining options, Gillig represents best value when compared to New Flyer for the reasons set forth above. oth SunTran and Procurement staff have evaluated the contract documents and solicitation documents. The solicitation conducted by PSTA was conducted in compliance with 2 CFR 200. Gillig has agreed to extend the same pricing to the City of Ocala that was offered to PSTA under the contract. Based on the price analysis conducted, staff and Procurement have found this pricing to be fair and reasonable. PLEASE ESTABLISH A MUNIS CONTRACT NUMBER AND ISSUE A REQUISITION SO THAT A PURCHASE ORDER CONTAINING THE CITY AND FTA TERMS AND CONDITIONS CAN BE GENERATED. THE CONTRACT WILL NEED TO BE TAKEN TO COUNCIL FOR APPROVAL ONCE THE DEPARTMENT IS READY TO PROCEED. PLEASE ENSURE THIS EXCEPTION APPROVAL IS ATTACHED TO THE MUNIS CONTRACT, REQUISITION, AND AGENDA ITEM.



Procurement/Contract/P-Card Exception

Select exception type:

Procurement

Reason for procurement exception:

Piggyback Request in Lieu of Bid

Seeking approval to purchase five (5) 35' Gillig Electric bus.

Four manufacturers were initially awarded a contract by PTSA, however, two manufacturers are no longer eligible/available for purchases – Proterra filed for Chapter 11 bankruptcy protection in August 2023 and is not producing transit buses (https://www.sec.gov/Archives/edgar/data/1820630/000162828023028386/a2023q210-q.htm) and BYD became ineligible per the National Defense Authorization Act for Fiscal Year 2020, after December 20, 2021 (https://en.byd.com/news/federal-transit-administration-clarifies-limits-on-sale-of-byd-buses/#:~:text=for%20FTA%20funding,-.After%20Dec.,ineligible%20for%20FTA%20grant%20funding.&text=FTA%20will%20follow%20current%20policies,executed%20on%20or%20before%20Dec)

Enter a brief description of your exception request:

SunTran evaluated the base bus prices from the two remaining vendors (Gillig and New Flyer) on the PTSA Contract. This approach was used because peripheral components such as Avail and TSI cameras were not consistently listed under the contracted items for all vendors. After careful consideration, SunTran has selected the Gillig 35' Battery Electric Bus as the vehicle that best meets our operational needs. While the base price plus PMI adjustments (per the contract) of the Gillig vehicle is \$241,247 higher than that of New Flyer, it includes a significantly larger battery capacity—686 kWh compared to 440 kWh—representing a 44% increase. Given that these buses are projected to operate 15 to 16 hours per day, the increased battery storage is essential to ensure reliable all-day service without requiring mid-day charging, thereby reducing operational disruptions and supporting long-term efficiency.

Both SunTran and Procurement staff have evaluated the contract documents and solicitation documents. The solicitation conducted by the state of Florida was conducted in compliance with 2 CFR 200. The resulting contract is for a term of two (2) years beginning on or about December 2, 2021 and ending December 01, 2023 with three (3) one-year renewals. Gillig has agreed to extend the same pricing to any City, County, or State Government agency within and outside of the State of Florida under Contract No. C-22-MT-001. Based on the price analysis conducted, staff and Procurement have found this pricing to be fair and reasonable.

- [Price Analysis.pdf](#)
- [RE - \[EXTERNAL\] PSTA Electric Transit Buses with Charging Equipment.pdf](#)
- [CITY OF OCALA, FL - OFF RFP 21-980369 \(State of FL Electric\) \(5\) 35' EBUS WITH 7 PACKS PLUG IN 4-23-2025 REV 1.pdf](#)
- [CITY OF OCALA, FL 35' LF PLUS BATTERY ELECTRIC OFF PSTA STATE OF FLORIDA RFP_21-980369 PRICE QUOTE 4-23-2025 REV 1.pdf](#)
- [Contract Modification 3 - Gillig - Executed.pdf](#)
- [agreement-with-gillig-signed.pdf](#)
- [award-analysis-electric-bus.pdf](#)
- [ETA Clarifies Limits on Sale of BYD Buses_ BYD USA.pdf](#)
- [federal-certifications.pdf](#)
- [gillig-price-proposal.pdf](#)
- [notice-of-award-gillig.pdf](#)
- [new-flyer-pricing.pdf](#)
- [Proterra Chapter 11 Bankruptcy.pdf](#)

Attach all documents related to the exception that can assist the Contracting Officer's decision.

Department

(SUN) SUNTRAN

Requestor Name

Tom Duncan

Requestor Email

tduncan@ocalafl.gov

Phone number

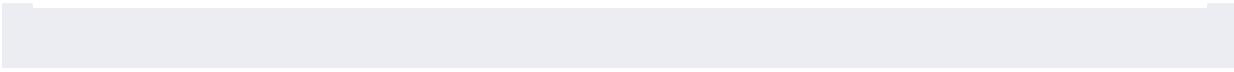
(352) 209-1771

Courtesy Copy Email 1

dwilliams@ocalafl.gov

Who authorized requesting this exception?

Tom Duncan



Pinellas Suncoast Transit Authority (PSTA)
CONTRACT MODIFICATION

| | | | |
|------------------------|----------------------------|--------------------------|---------------------------|
| 1. CONTRACT NO. | 2. MODIFICATION NO. | 3. EFFECTIVE DATE | 4. CONTRACTOR NAME |
| C-22-MT-001 | 3 | 11/15/2024 | Gillig |

5. CONTRACT MODIFICATION:

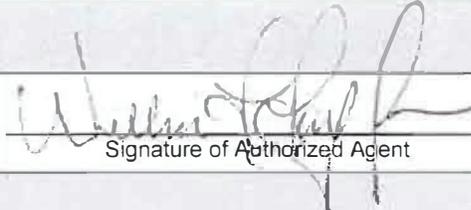
The contract identified above is modified as described in Block 8, pursuant to the terms and conditions of the contract. Except as modified herein, all other provisions of the contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

| | | |
|--|----------------------------|------------------------------------|
| 6. AMOUNT OF THIS MODIFICATION: | | |
| PRIOR CONTRACT AMOUNT: | | |
| NEW CONTRACT AMOUNT: | | |
| 7. TERM OR PERIOD OF PERFORMANCE: | Year Four | Executing Second Option; Year Four |
| PRIOR: | | |
| NEW: | 11/15/2024 – 10/25/2025 | |

8. DESCRIPTION OF MODIFICATION:

This contract modification enacts the second option (Year 4) for Gillig. All other terms and conditions remain the same.

9. CONTRACTOR IS REQUIRED TO SIGN:

| | | |
|---|---|---------------------------|
| <u>WILLIAM F. FAY, JR., VICE PRESIDENT, SALES</u> Name and Title (Type or Print) |  Signature of Authorized Agent | <u>11, 18, 24</u> Date |
|---|---|---------------------------|

10. PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)

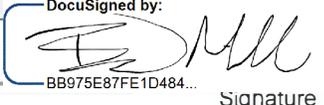
| | | |
|---|---|---------------------------|
| <u>Brad Miller, Chief Executive Officer</u> |  Signature | <u>11/19/2024</u> Date |
|---|---|---------------------------|



EXHIBIT K

AGREEMENT FOR ELECTRIC TRANSIT BUSES WITH CHARGING AND ASSOCIATED EQUIPMENT

THIS AGREEMENT for ELECTRIC TRANSIT BUSES WITH CHARGING AND ASSOCIATED EQUIPMENT ("Agreement") is made on October 27, 2021, by and between the Pinellas Suncoast Transit Authority ("PSTA"), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, 33716 and Gillig ("Contractor"), a Limited Liability Company with its principal place of business located at 451 Discovery Drive, Livermore, CA 94551 (collectively, the "Parties").

WHEREAS, PSTA issued RFP 21-980369 for Electric Transit Buses with Charging and Associated Equipment on July 15, 2021 (the "RFP"); and

WHEREAS, Contractor timely submitted its response to the RFP on or before September 23, 2021 ("Contractor's Response"); and

WHEREAS, PSTA's Board of Directors awarded the contract to Contractor at its duly held Board of Directors meeting on October 27, 2021 (the "Effective Date")

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.

2. CONTRACT DOCUMENTS. The "Contract Documents" shall mean and refer to this Agreement, the RFP including all exhibits attached thereto including any and all duly executed and issued addenda (attached hereto as **Exhibit 1**), any and all Purchase Orders (as defined below and attached as composite **Exhibit 2**), Contractor's Best and Final Offer (BAFO), if any (attached hereto as **Exhibit 3**), and Contractor's Response (attached hereto as **Exhibit 4**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibits, this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in the following order:

| | |
|-----------|-----------------------|
| Exhibit 1 | RFP |
| Exhibit 2 | Purchase Order(s) |
| Exhibit 3 | Contractor's BAFO |
| Exhibit 4 | Contractor's Response |

3. SCOPE OF SERVICES. Contractor, at the direction of PSTA, shall furnish to PSTA Electric Transit Buses with Charging and Associated Equipment as described in, and in accordance with the specifications, tasks, and scope of work set forth in the RFP (the "Services"), and in the amount set forth in the RFP. Contractor acknowledges that it has read the specifications and understands them. Contractor also agrees to provide electric transit buses with charging and associated equipment to all permissible assignees of PSTA. PSTA's permissible assignees shall have the option to purchase electric transit buses and charging and associated equipment in accordance with the terms and conditions of the RFP, and specifically SP 3 of the RFP.

4. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement shall become effective and commence on the Effective Date and shall remain in effect for two (2) years and may be renewed for three (3) one (1) year term ("Renewal Term").

5. TERMS OF PERFORMANCE.



- 5.01. *Time for Completion/Purchase Orders.* PSTA will issue purchase orders for the electric buses with charging and associated equipment it needs provided under this Agreement (“Purchase Order(s)”). Upon issuance, the Purchase Order shall be appended to this Agreement and incorporated as an exhibit, Contractor shall immediately begin providing the Services pursuant to the Purchase Order, and all work and deliverables shall be completed by the timeframe as set forth in the Contractor’s proposal, unless modified in writing by the Parties. In the event a Purchase Order approved during the term of the Contract Term has a completion date beyond the Contract Term, the terms and conditions of this Agreement shall be automatically extended through the completion of the Purchase Order to the full satisfaction of PSTA.
- 5.02. *Representatives.* Prior to the start of any ordering or supplying the Services under this Agreement, Contractor shall designate a primary and alternate representative, who will have management responsibility for the Services and who will have authority to act on technical matters and resolve problems with the Services, Purchase Order(s), and the Contract Documents, to PSTA in writing. Such designation shall include the contact information (including phone numbers) of Contractor’s representative. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Contract Documents. Such writing from PSTA may include the specific duties of each individual and each representative’s limits of authority.
- 5.03. *Non-exclusive Contract.* PSTA specifically reserves the right to contract with other entities for the Services described in the Contract Documents or for similar products if it deems, in its sole discretion, such action to be in PSTA’s best interest.
- 5.04. *Contractor Responsibility.* Contractor shall provide electric buses with charging and associated equipment of first quality, and the workmanship must be in accordance with customary standards of the various trades and industries involved in the manufacturing and furnishing of such products. The Services and the work associated therewith shall be of high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services. Contractor hereby assumes responsibility for all materials, equipment, and processes used in the manufacturing and furnishing of the electric buses and charging and associated equipment, whether the same is manufactured by Contractor or purchased readymade from a source outside Contractor’s company.
- 5.05. *Compliance with Laws.* Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the provision of the Services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under this Agreement.
- 6. COMPENSATION.** In consideration of Contractor’s faithful performance of the Contract Documents, PSTA agrees to pay Contractor pursuant to the rates and pricing set forth in Contractor’s Response or Contractor’s BAFO, if any. However, all payments to Contractor individually and in the aggregate shall not exceed the Contract Total. Payment shall be made in accordance with the RFP and the Florida Prompt Payment Act, section 218.70, *et seq.*, Florida Statutes.
- 6.01. *Invoices.* All invoices shall be submitted in accordance with the Florida Prompt Payment Act, section 218.72, *et seq.*, Florida Statutes, with all details prescribed by PSTA, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable



Purchase Order or Contract #: _____
3201 Scherer Drive
St. Petersburg, Florida 33716

or via electronic mail to:
AccountsPayable@psta.net

- 6.02. *Disputed Invoices.* In the event of a disputed invoice, only that portion so contested may be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein.
- 6.03. *Availability of Funds.* Contractor understands that the funds are not presently available under this Agreement beyond the current fiscal year. PSTA's obligation for performance under this Agreement beyond the current fiscal year is contingent upon the availability of funds from which payments can be made. PSTA is not legally liable for any payment that may arise under this Agreement beyond the current fiscal year, until the Contractor receives a written notice of availability of funds from the PSTA's Contracting Officer.

7. WARRANTIES AND COVENANTS.

- 7.01. *Patent, Trademark, Copyright, and Trade Secret.* Contractor warrants that the Services, and all goods and work associated therewith, do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Contractor of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Contractor for any such claim brought against Contractor. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Contractor and PSTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
- 7.02. *Covenants against Gratuities.* Contractor warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.
- 7.03. *E-Verify.* Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the Services provided pursuant to the Contract Documents.

8. DELAY IN PERFORMANCE/FORCE MAJEURE.

- 8.01. *Time of the Essence.* The timely receipt of the Services and deliverables to PSTA is essential. If the Services and all deliverables under each Purchase Order are not received by PSTA within the date specified in each Purchase Order, PSTA may cancel the unfilled portion of the Purchase Order and this Agreement for cause, purchase substitutes elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.



- 8.02. *Unavoidable Delay.* If completion of the Services under any Purchase Order is unavoidably delayed, PSTA may, in its sole and absolute discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.
- 8.03. *No Damages for Delay.* Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or deliverables or substantial increases in the costs of performing the work under the Contract Documents.
- 8.04. *Notification.* Contractor will notify PSTA as soon as Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Services under a Purchase Order. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. PSTA will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension *and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood* that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

9. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

- 9.01. *Rights and Remedies.* The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 9.02. *Attorneys' Fees.* In the event of legal action or other proceeding arising under or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all its reasonable attorneys' fees and cost incurred in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level.

10. INDEMNIFICATION.

- 10.01 The Parties recognize that Contractor is an independent contractor. Contractor agrees to indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys, of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all third-party claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, that are caused by Contractor's performance or nonperformance of this Agreement, regardless whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys. Contractor shall have no obligation under this section 10.01 to the extent such personal injury, or property damage is due to the sole active negligence of PSTA, its officers, employees, agents, and attorneys. Contractor's obligation under this Section 10.01 includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its



entitlement, if any, to immunity under Section 440.11, Florida Statutes. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

10.02 Control of Defense. Subject to the limitations set forth in this provision, Contractor shall assume control of the defense of any claim for which it is obligated under Section 10.01 to indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents, and/or attorneys. Contractor shall appoint lead counsel, in each case, at Contractor's expense. PSTA shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA, which shall not be unreasonably withheld, before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third-party claim, but shall pay the reasonable fees of counsel retained by PSTA and all reasonable expenses including experts' fees, if (i) an adverse determination with respect to an extraordinary third-party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third-party claim seeks an injunction or equitable relief against PSTA; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third-party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11. MISCELLANEOUS PROVISIONS.

11.01 Entire Agreement. The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

11.02 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To PSTA:
Pinellas Suncoast Transit Authority
Attn: Brad Miller, CEO
3201 Scherer Drive
St. Petersburg, FL 33716

To Contractor: GILLIG LLC
Attn: WILLIAM F. FAY, JR., VICE PRESIDENT, SALES

451 DISCOVERY DRIVE

LIVERMORE, CA 94551

EMAIL: sales@gillig.com

With required copy to:
Alan S. Zimmet, B.C.S.
Bryant Miller Olive
One Tampa City Center
Suite 2700
Tampa, FL. 33602



Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

- 11.03 *Waiver of Remedies for any Breach.* In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- 11.04 *Modification.* The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties. No modification shall serve to increase the Contract Total unless such change has been approved by PSTA's Board of Directors prior to any work being performed that would serve to increase the Contract Total.
- 11.05 *Headings and Section References.* The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.
- 11.06 *Authorization.* Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.
- 11.07 *Assignment.* The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party's rights and obligations under this Agreement may only be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party's prior written consent.
- 11.08 *Severability.* If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.
- 11.09 *Electronic Signatures.* This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.
- 11.010 *Counterparts.* This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

(SIGNATURES ON FOLLOWING PAGE)



IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed on the date first above written.

CONTRACTOR: GILLIG LLC
By: [Signature]
WILLIAM E. FAY, JR.
Print Name:

PSTA: [Signature]
By: [Signature]
Brad Miller, CEO

Title: VICE PRESIDENT, SALES

Attest:

[Signature]
Rachael Cappolla, Executive Assistant

WITNESS/ATTEST:
By: [Signature]
Print Name: DEIRDRE E. FENELON
CONTRACT ADMINISTRATOR

Approved as to form.
By: [Signature]
Alan S. Zimmer, General Counsel
By Alan S. Zimmer at 1:19 pm, 12/2/21



Pinellas Suncoast Transit Authority (PSTA)
SOLICITATION AWARD ANALYSIS
(Request for Proposal)
RFP 21-980369

Award Information

- A. Description:** Electric Transit Buses with Charging and Associated Equipment
- B. Contractor:** Gillig LLC
- C. Award Amount:** \$2,400,000.00 (NTE)
- D. Award Type:** Contract Exhibit K
- E. Term of Award:** Five Years
- F. Funding Source:** This will be funded using operating and grant funds and is included within in our five year budget projections.

Solicitation Information

- G. Issue Date:** July 15, 2021
- H. Posted:** PSTA's Website
- I. Date and Time for Offer Receipt:** September 23, 2021; 10:00 AM
- J. Timely Offers Received:** Four (4)

K. Solicitation Process & Proposal Evaluation:

- On July 15, 2021, a Request for Proposal (RFP) was issued in compliance with PSTA's procurement policies. The solicitation was posted on PSTA's website.
- On September 23, 2021, PSTA received 4 proposals from BYD Coach and Bus LLC, Gillig LLC, New Flyer of America Inc., and Proterra Operating Company Inc.
- October 11, 2021 the proposals were evaluated by: Henry Lukasik, PSTA-Maintenance Director, Joseph Cheney PSTA-Maintenance Deputy Director, Jim Cribbs Palm Tran-Director of Maintenance, Elvis Dovalles Lynx-Director of Vehicle Maintenance, and Walter Kirkland Star Metro Service Manager.
- Proposals were ranked in the following order:

| RANK | FIRM NAME | TOTAL SCORE |
|-------------|--------------------------|--------------------|
| 1 | Gillig LLC | 91.80 |
| 2 | New Flyer of America Inc | 90.40 |

| | | |
|---|--------------------------------|-------|
| 3 | Proterra Operating Company Inc | 88.80 |
| 4 | BYD Coach and Bus LLC | 86.20 |

L. Price Review/Negotiation Record:

- Gillig LLC proposal was determined fair and reasonable

M. Determination of Responsibility:

- After a responsibility check, Gillig LLC, was determined to have the capacity to perform the work and are, therefore, eligible for use by PSTA.

Reviewed and Approved: *AKB*
Director of Procurement



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1509

Agenda Item #: 10i.

Submitted By: Todd Swanson

Presentation By: Devan Kikendall

Department: Human Resources and Risk Management

STAFF RECOMMENDATION (Motion Ready):

Approve employee paid insurance plans for dental, vision, life, group Medicare, short-term disability, pet, legal services, flexible spending accounts, and cancer/accident/critical illness at no cost to the City and City paid plans in an annual amount \$175,500 for life insurance, \$11,345 for flexible spending account administration, and \$19,709 for Employee Assistance Program premiums

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The City's insurance broker, Brown & Brown, surveyed the market and obtained rate quotes on the above-referenced insurances. The broker recommends that the City not make any changes to the current insurance plan carriers.

FINDINGS AND CONCLUSIONS:

Staff agree with the broker and recommend retaining the current insurance providers.

FISCAL IMPACT:

Funds for employer-provided life insurance are available in account 844-218-000-000-21-21881. Funds for the employee-paid life insurance are available in account 844-218-000-000-21-21880.

Funds for employee/employer flexible spending accounts (FSAs) are available in account 844-220-000-000-20-22125.

Funds for the Employee Assistance Program (EAP) are available in account 001-015-015-513-51-31010.

The remaining above-referenced insurances are employee-paid.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

Instruct the broker to resurvey the market for more competitive rates.

Dental (Florida Combined Life)

Florida Combined Life has provided the City with a 5% increase for the renewal of the dental coverage for the 10/1/25-9/30/26 plan year, due to high utilization. The dental plan is paid 100% by the employees.

| | Low Plan | | High Plan | |
|-----------------------------------|----------|---------|-----------|----------|
| | Current | Renewal | Current | Renewal |
| Employee | \$30.32 | \$31.84 | \$41.48 | \$43.55 |
| Employee & One Dependent | \$47.00 | \$49.35 | \$64.40 | \$67.62 |
| Employee & Two or More Dependents | \$74.20 | \$77.91 | \$101.56 | \$106.64 |

Brown & Brown recommends renewing the Dental coverage with Florida Combined Life (FCL).

Vision (The Standard)

The City's Vision coverage, provided by The Standard is entering the final year of a 2-year rate guarantee. There will be no increase to the rates for plan year 10/1/25-9/30/26.

| | Current | Renewal |
|-----------------------------------|---------|---------|
| Employee | \$5.20 | \$5.20 |
| Employee & One Dependent | \$10.36 | \$10.36 |
| Employee & Two or More Dependents | \$16.24 | \$16.24 |

Brown & Brown recommends renewing the Vision coverage with The Standard.

Basic Life/Voluntary Life (Securian/Minnesota Life)

The Basic Active Life and Basic Retiree Life is in the final year of rate guarantee. The rates and terms will not change. The current rates are guaranteed from 10/1/25-9/30/2026.

| Coverage | Current Rates | Renewal Rate |
|--------------------|----------------------------|----------------------------|
| | Rate per \$1,000 per month | Rate per \$1,000 per month |
| Basic Active Life | \$.120 | \$.120 |
| Basic Retiree Life | \$1.900 | \$1.900 |
| Basic Active AD&D | .022 | .022 |

| Employee & Spouse Supplemental Life* | Age | Current Rates | Age | Renewal Rates |
|--------------------------------------|-----------------|---------------|-----------------|---------------|
| | Under 25 | \$.063 | Under 25 | \$0.063 |
| | 25-29 | \$0.075 | 25-29 | \$0.075 |
| | 30-34 | \$0.100 | 30-34 | \$0.100 |
| | 35-39 | \$0.113 | 35-39 | \$0.113 |
| | 40-44 | \$0.150 | 40-44 | \$0.150 |
| | 45-49 | \$0.263 | 45-49 | \$0.263 |
| | 50-54 | \$0.463 | 50-54 | \$0.463 |
| | 55-59 | \$0.763 | 55-59 | \$0.763 |
| | 60-64 | \$0.938 | 60-64 | \$0.938 |
| | 65-69 | \$1.638 | 65-69 | \$1.638 |
| | 70-74 | \$2.575 | 70-74 | \$2.575 |
| | 75** | \$2.975 | 75** | \$2.975 |
| Retiree Supplemental Life | Age | Current Rates | Age | Renewal Rates |
| | 50-54 | \$0.670 | 50-54 | \$0.670 |
| | 55-59 | \$0.950 | 55-59 | \$0.950 |
| | 60-64 | \$1.250 | 60-64 | \$1.250 |
| | 65-69 | \$1.810 | 65-69 | \$1.810 |
| | 70-74 | \$3.010 | 70-74 | \$3.010 |
| | 75-79*** | \$6.62 | 75-79 | \$6.62 |
| Dependent Package | \$4.95 per unit | | \$4.95 per unit | |
| Child Life | \$0.130 | | \$0.130 | |

**Rates increase beyond age 75 and provided upon request.

***Rates increase beyond age 80 and provided upon request.

Brown & Brown recommends renewing the Basic Active Life and AD&D, Basic Retiree Life, Employee & Spouse Supplemental Life, Retiree Supplemental Life and Child Life coverages with Securian (Ochs/Minnesota Life). There is no additional cost impact to the City for these coverages.



Short Term/Long Term Disability (MetLife)

The City of Ocala was provided a 2-year rate guarantee with MetLife for the short- and long-term disability coverage with the update of coverage to provide Long-Term Disability as an employer paid benefit as of 1/1/2025. There will be no changes in the cost or benefits for plan year 10/1/25-9/30/27.

Brown & Brown recommends renewing the Short- and Long-Term Disability coverage with MetLife.

Group Medicare (Florida Blue)

The Group Medicare offerings are provided by Florida Blue. The City currently offers three options under the BlueMedicare Plan. Two PPOs and on Prescription Only option. All three options are currently receiving an 8% increase.

| | Elite PPO | Platinum PPO | Elite Rx Only |
|-----------------------|-----------------|-----------------|-----------------|
| Medical | \$86.42 | \$47.34 | |
| Rx | \$336.48 | \$298.62 | \$316.64 |
| Fitness | \$4.00 | \$4.00 | |
| Total | \$426.90 | \$349.96 | \$316.64 |
| Previous Rate | \$395.28 | \$324.04 | \$293.19 |
| Percent Change | 8% | 8% | 8% |

Brown & Brown recommends renewing the Blue Medicare contract. This renewal has no cost or budget impact on the City.

Pet Insurance (Nationwide)

The City provides employees the opportunity to purchase Pet Insurance through Nationwide. The program is voluntary, with rates determined by species and zip code. There are currently approximately 73 employees participating in this benefit.

Brown & Brown recommends renewing coverage with Nationwide. There is no cost or budget impact to the City.



Legal Plan/Identity Theft Plan (Legal Shield/ID Shield)

Legal Shield provides legal and identity theft coverages for employees and their families. These coverages include, but are not limited to legal consultation, legal document preparation, will preparation, Identity, credit and financial account monitoring and identity consultation and advice.

Brown & Brown recommends renewing these benefits with Legal Shield/ID Shield. The coverage is voluntary and has no cost or budgetary impact to the City.

Worksite (Allstate)

The City of Ocala currently provides the opportunity for employees to participate in coverages for Cancer, Accident and Critical Illness through Allstate. These benefits are 100% employee paid. There are no changes to the benefit offerings or costs for the upcoming plan year.

Brown & Brown recommends renewing the Allstate Worksite benefits. There will be no budget impact or cost to the City.

Flexible Spending Account – FSA (Eagles, Benefits by Design, Inc.)

Eagle, Benefits by Design administers the Health Care and Dependent Care Flexible Spending Accounts available to the employees at the City of Ocala. These allow the employees to contribute pre-tax dollars to pay for eligible medical and dependent care expenses. The cost of the administration is \$2.90 per employee per month (PEPM). There are currently 326 employees enrolled in the FSA products totaling approximately \$11,345 annually.

Brown & Brown recommends continuing the Flexible Spending Account administration through Eagles, Benefits by Design, Inc.

Employee Assistance Program (EAP) – Aetna Resources for Living

The City provides an Employee Assistance Program (EAP) for all full-time employees. The EAP program is intended to provide employees access to services that can assist them in resolving personal issues that may impact their work performance and productivity. Benefits include, but are not limited to:

- 6 Counseling sessions model
- Legal and Financial consultations and online tools
- Online Work Life referral resources
- Digital CBT & mindfulness-based well-being tools
- Management consultations and referrals
- Trainings available on a fee for service basis
- Unlimited standard on site or virtual crisis support services (CISDs) with a cap of 10 hours per incident.

| Current | Renewal |
|-------------------|-------------------|
| \$1.46 PEPM | \$1.54 PEPM |
| \$18,869 Annually | \$19,709 Annually |

Aetna has provided the City a renewal with a 5% increase and a 3-year rate guarantee (through 9/30/2028). The additional impact to the City is approximately \$840 per year (\$2,520 for the 3-year period) based on current enrollment. Brown & Brown recommends continuing with Aetna Resources for Living as the City’s EAP provider.



Aetna Behavioral Health, LLC, Aetna Resources for Living, PO Box 818048, Cleveland, OH 44181-8048
Fax: 800-970-6255

June 16, 2025

City of Ocala
Attn: Devan Kikendall, HR Director
110 SE Watula Ave, 3rd Floor
Ocala, FL 34471

Dear Devan Kikendall:

Thank you for renewing your Aetna Resources For Living Employee Assistance Program (“EAP”) Services Agreement (“Services Agreement”). At Aetna, we believe in an integrated, total health focus where an EAP and other benefits are part of a continuum of care.

This letter (“Renewal Letter”) serves to confirm our agreement that you and Aetna mutually agree to: (i) renew your Services Agreement, and (ii) amend the Services Agreement as follows:

- (a) The Domestic EAP Service and Fee Schedule is hereby replaced with the enclosed Domestic EAP Service and Fee Schedule.

All other terms and conditions of the Services Agreement not addressed herein shall remain in full force and effect.

Please review these documents. If they are acceptable to you, please sign the enclosed signature document where indicated and e-mail the documents back to me at the email address at the bottom of this Renewal Letter. Alternatively, you may return a copy to the address and contact department noted at the top of this Renewal Letter or FAX the signed documents to the FAX number also indicated above. Please keep a copy for yourself prior to sending back to Aetna.

If we do not hear from you or receive the signed documents by August 18, 2025, Aetna will consider the terms of this Renewal Letter and its attachments as part of the Services Agreement which will serve as the complete and sole contract between us and you.

We look forward to a continued long and productive relationship between Aetna and City of Ocala. Should you have any questions regarding this Renewal Letter or any other aspects of your Employee Assistance Program, please do not hesitate to contact us.

Sincerely,

Jill Pinder
(860) 996-7586
Jill.Pinder@rfl.com

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

The term of this Renewal Letter shall be from 10/01/2025 through 09/30/2028.

IN WITNESS WHEREOF, the parties hereto have caused this letter to be executed by their duly authorized representatives.

CITY OF OCALA

AETNA BEHAVIORAL HEALTH, LLC

Signed By:

Signed By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

DOMESTIC EAP SERVICE AND FEE SCHEDULE

This Employee Assistance Program Renewal is made and entered into by and between Aetna Behavioral Health, LLC on behalf of itself and its affiliates (hereinafter "Company") and City of Ocala (hereinafter "Customer").

Customer hereby elects to receive the Services, within the 50 U.S. states and District of Columbia only, including limited services in Puerto Rico and U.S. Virgin Islands, as designated below. The below Service Fees shall be in effect for three (3) years, beginning upon the Effective Date of this Renewal, and, thereafter, if this Renewal is extended by the parties for any additional successive term, such Service Fees shall be reasonably negotiated by the parties for such successive term. Notwithstanding the immediately preceding sentence, the below Service Fees shall be amended by Company, from time to time during the first three (3) years of this Renewal and for any future period(s) thereafter, in accordance with the terms of this Service and Fee Schedule.

| | |
|---|--------------------|
| Core Features and Services (included in the PEPM) | \$1.54 PEPM |
|---|--------------------|

- Unlimited telephonic access to licensed clinicians 24 hours a day, seven days a week.
- Up to 6 counseling sessions offered via face-to-face, telephonically, televideo per problem per contract year.
- Access to comprehensive, nationwide network of EAP providers who are licensed, master’s level behavioral health professionals.
- Referrals to community services.
- Internet access to our EAP website 24 hours a day, seven days a week.
- Telephonic management and supervisory consultation.
- Designated account management with EAP administrative expertise.
- Standard printed communication materials and additional promotional materials in electronic format.
- Quarterly EAP utilization reports.**
- WorkLife*, Legal and Financial Services and Identity Theft Services.

* Carekits may be available upon request from individual Members within the 50 U.S. states only, other types of Carekit distribution or promotion request by Customer will incur additional fees.

- Unlimited Standard CISD Services: Unlimited Standard CISD sessions are included in the EAP Session Model PE/PM Rate. CISD Services are limited to 10 hours per incident. Immediate CISD’s are subject to the fees described below. Issues concerning downsizing, mergers, acquisition activities (i.e., Reductions in Force or RIF’s), catastrophic natural disasters, and terrorism, or services beyond the 10-hour cap, are subject to the hourly rate of \$285.00 per hour plus travel and preparation expenses reimbursed at a flat rate of \$180.00 per counselor. Additional services are priced below.
- Standard Intake Model.

Additional Services:

Training and Education: The term “Training and Education” refers to training, provided by Company, or a Company Contracted educator to the Customer, concerning general behavioral health and work/life issues. This includes Employee Orientation Meetings and Supervisor Orientation Trainings. This training may be provided in different ways, i.e., in-person, telephonically, or web-based. Additional fees apply to web-based training over 50 participants

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

(Participants is defined as unique phone lines calling into the webinar). Department of Transportation (DOT) services are excluded from standard Training and Education services.

- Training and Education Fee for Service Pricing:
 - Fee for Service On-Site Training Pricing: \$250.00 per hour for the total amount of time that the educator is on site, plus a \$150.00 per hour charge for travel and preparation time. If training is not scheduled consecutively or multiple topics are scheduled, additional travel and preparation costs may apply.
 - Fee for Service Webinar Training Pricing: \$250.00 per hour, plus a \$150.00 charge for preparation for each web-based training for up to 50 participants. For webinars with more than 50 participants, an additional charge of \$25.00 applies for each additional 25 participants up to a maximum of 200 participants.
 - Sessions less than one (1) hour in duration will count as one (1) hour of Training and Education.
- Training and Education Cancellation Fee: Failure to provide Company with six (6) business days' notice of cancellation of a previously scheduled training program may result in a charge of:
 - Fee for Service Training Cancellation Fee: \$375.00 per hour for services which are provided on a fee for service basis and which are subject to the hourly rate.
 - For Department of Transportation compliance training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness, see pricing referenced below under Drug Free Workplace Services. Mental Health First Aid trainings are excluded from standard Training and Education services. For specialized Mental Health First Aid training, see separate definition under Mental Health First Aid.
 - MENTAL HEALTH FIRST AID: An educational program offered to Customers to help managers and employees recognize and respond to mental health issues in the workplace and in the community. The curriculum includes an overview of mental health and provides education about Anxiety, Depression, Suicide, Trauma, Psychosis, and Substance Use Disorders, along with videos, interactive exercises and practice scenarios. The 4-hour and the 6-hour virtual course can be provided at the corporate level. Whether virtual or in-person both the 6-hour in-person and 6-hour virtual courses provide all participants that complete course with Mental Health First Aid Certification for three years. The 4-hour virtual and in-person general awareness courses are available. The 4-hour course does NOT provide participants with a Mental Health First Aid Certification. In-person courses are limited to 30 participants per course. The virtual 4-hour general awareness course has a participant minimum of 15 participants and a maximum of 25 participants. The virtual 6-hour courses have a 15-participant minimum/maximum per course.

Mental Health First Aid Virtual Delivery Requirements for Participants

Virtual courses will be hosted through The National Council for Behavioral Health's Zoom webinar platform, and The National Council will provide a how-to guide for participants who have never used this platform.

- Computer – Windows or Apple desktop or laptop computer OR Mobile Device/Tablet/Surface: iOS, Android, Windows
- Phone (backup audio option) – It is highly recommended that users join the course from a tablet, laptop or desktop computer for the best experience. Phones may be used for audio support.
- Microphone and speakers – Participants whose computers do not have a microphone and/or speaker can use the dial-in option from their phone for audio.
- HD Webcam – Either built into the user's device or external.
- Internet Connection – We recommend an internet speed of at least 5 mbps upload/download speed. Users can test their internet speed here: <https://www.speedtest.net/>

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

For the virtual 4-hour general awareness course, Plan Sponsor will ensure that participants review course materials prior to attending a virtual session. Course materials will be available for download via the online learning platform.

The virtual 6-hour certification course is a blended course that includes two hours of self-directed pre-work and four hours of instructor led training. Plan Sponsor will ensure that there are 15 identified participants for registration that are committed to completing required online learning pre-work and attending the four hours of instructor led training. Course materials will be available for download via the online learning platform.

If registered participant(s) does not complete the required two hours of self-directed pre-work, the participant(s) will be denied access to the four hours of live facilitator led training. If a participant doesn't complete the pre-work or is not able to attend the instructor led portion of the course, participants will not be able to make-up the session or receive certification and no refund will be issued. Participants will only receive a certificate upon completion of post test and evaluation.

Mental Health First Aid: Please contact your Account Executive for Mental Health First Aid pricing should you require these services.

Corporate In-Person Version: Mental Health First Aid fees are subject to change without notice due to specific regulation changes. 30 participant maximum.

6 Hour Course – This option provides six (6) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees, travel, and customization for delivery locations within continental United States. Additional travel and expenses may apply for delivery locations in Alaska and Hawaii.

4 Hour Course – This option provides four (4) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees, travel, and customization for delivery locations within continental United States. Additional travel and expenses may apply for delivery locations in Alaska and Hawaii.

Corporate Virtual Version: Mental Health First Aid fees are subject to change without notice due to specific regulation changes. Minimum of 15 participants and Maximum of 25 participants.

6 Hour Course - This option provides six (6) hours (2 hours self-directed pre-work + 4 hours of instructor led training) of standard Mental Health First Aid curriculum. Fee includes all instructor fees and customization.

4 Hour Course - This option provides four (4) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees and customization.

- Mental Health First Aid Cancellation Fee Schedule (In-person or Virtual): If cancelled for any reason within 30 days from the training date, Customer will be responsible for the cancellation fees as follows:
 - 50% of the total fee 15-30 days prior to the scheduled date of training.
 - 100% of the total fee 0-14 days prior to the scheduled dates of training.
- Mental Health First Aid Rescheduling Fee (In-person or Virtual): If rescheduled for any reason within 30 days from the training date, Customer will be responsible for the rescheduling fees of 25% of total fees.

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

Critical Incident Support (Crisis Support/Management Services/Critical Incident Stress De-Briefing (CISD) Services): An array of services offered by the EAP that helps an organization to prepare for, prevent, or respond to traumatic events. Acts of war are excluded from on-site CISD Services.

- CISD (Critical Incident Stress Debriefings) Fee for Service Pricing (beyond the unlimited services included above):
 - Fee for Service Standard CISD Pricing (On-site attendance response time in greater than 3 hours)
 - \$285 per hour plus travel and preparation expenses reimbursed at a flat rate of \$180 per counselor. Out of area or special request expenses are additional.
 - Fee for Service Immediate CISD Pricing (On-site attendance response time in less than 3 hours)
 - \$385 per hour plus travel and preparation expenses reimbursed at a flat rate of \$180 per counselor. Out of area or special request expenses are additional.
 - CISD hours used, whether fee for service and/or within the bank of standard hours, are calculated based upon the combined total number of hours all clinicians are on-site.
 - If Customer requests interpretation services, Customer will be billed the applicable fees.
- CISD Cancellation Fee: Whenever possible, Customer agrees to provide Company with 48 hours advance notice of cancellation of any requested Workplace Crisis Response Services. Failure to provide Company with 48 hours' notice of cancellation of any services:
 - Unlimited Standard CISD Services Cancellation Fee: Services which are excluded from the unlimited provision listed above, i.e., above the 10 hours per incident cap, immediate CISD services, downsizings, mergers, acquisition activities, (i.e., Reductions in Force or RIF's), which are subject to the hourly rate will result in a charge of \$440.00 per incident.

Reduction in Force: The process by which a work organization reduces its work force by eliminating jobs, such as closing subsidiaries or departments.

- Reduction in Force Fee for Service Pricing:
 - \$285 per hour plus travel and preparation expenses reimbursed at a flat rate of \$180 per counselor.
- Reduction in Force Cancellation Fee: Failure to provide Company with 48 hours' notice of cancellation of Reduction in Force Services will result in a charge of \$440 per incident.

HERE4U: The term "Here4U Groups" refers to a one (1) hour nation-wide and virtual peer support group, provided by EAP Behavioral Health Professional to the Customer, to address the importance of mental wellbeing. The event addresses mild to moderate severity with a focus on preventative mental health care and maintenance of wellbeing. Here4U groups will be available through Company's web-based platform. Each web-based group will have a maximum participant capitation of 30 (Participant is defined as one individual connecting to webinar web-based platform). The event will provide access to digital tools through Company's core member website. Participant will be required to register for each event on Company web-based platform. Here4U groups are designed for one (1) hour in duration and one (1) hour in duration will count as one (1) Here4U group.

- **Fee for Service Here4U Event:** \$700 per event per hour. Here4U event has a maximum capitation of 25 participants (Participant is defined as one individual logging into web-based platform). Rates are viable for 1 contract year

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

- **Fee for Service Here4U Cancellation Fee:** Failure to provide Company six (6) business days' notice of cancellation of a previously scheduled Fee for Service Here4U event will result in a charge of \$550.00 per hour for services which are provided on a fee for service basis and which are subject to the hourly rate.

Requests made to reschedule an event will be treated the same as a cancellation if not providing the sufficient six business days' notice. Please speak with your Account Executive if you have any questions regarding cancellation fees.

Design Therapy™: An innovative workshop program, rooted in creativity and design thinking to improve work and life challenges. Developed by award-winning designer and author Ayse Birsal, Design Therapy™ aims to help participants develop a positive mindset as they navigate work and life challenges. The program is highly interactive, engaging and relationship-building. It can help boost participants' Emotional Quotient (EQ). Design Therapy™ is a step-by-step, immersive training program that empowers leaders and teams to cultivate lasting well-being through personalized education and actionable tools. By enabling individuals to craft their own strategic action plans and collaborate with their peers, this approach not only benefits them but also contributes to the success of organizational initiatives and culture.

Design Therapy™ is available in two series options: Please contact your Account Executive for Design Therapy™ pricing should you require these services.

- **Leadership Series:** for higher level executive topics: Leadership, Corporate Vision and Strategy. A maximum of 20 participants.
- **Work and Life Series:** for mid-to-entry level employee topics: Work-Life Harmony, Purpose and Resilience. A maximum of 20 participants

Sessions include:

- Completion of 15 prompts in two and a half guided hours with two breakout sessions
- Completion of a personalized strategy and action plan
- Completion certificate
- One-hour follow up session with participants four to six weeks after initial session
- Access to online tool for four weeks after initial session
- Qualitative measurement of participants' emotional states before and after the workshop session

Drug Free Workplace Services: Suite of services to assist Customer in managing workplace related employee substance misuse and/or disclosure of substance abuse in the workplace. Services for general employer industries include Company EAP case management of mandatory referrals related to workplace impacted substance abuse, as well as management consultation services as described above. Services for transportation related industries, such as employers who are regulated by DOT, FMCSA, FAA, FRA, FTA, PHMSA, etc., include substance abuse case management by a Substance Abuse Professional (SAP) for Department of Transportation regulation compliance. Additional service for transportation regulated employees includes DOT training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness available through American Substance Abuse Professionals (ASAP) or comparable SAP provider. A variety of training formats are available, including on-site, on-line or video.

- **Drug Free Workplace services:**
 - \$750 per case, for substance abuse case management by Substance Abuse Professionals (SAP) and/or for Department of Transportation regulation compliance.
 - DOT Alcohol and Drug-Free Workplace for Supervisors Training to meet Drug-Free Workplace regulations regarding drug and alcohol use. Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.
 - DOT Supervisor Training - 2 hours at \$800

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

- DOT Alcohol and Drug-Free Workplace for Employees Awareness Training (Note: this training does not meet Drug-Free Workplace regulations regarding drug and alcohol use.) Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.
 - DOT Employee Training - 1 hour at \$400

Other Terms/Conditions:

- NOTE: Original contractual definition of “Employee” and “Dependent” are amended to include adult children up to the age of 26.
- Rate excludes any fees for broker commissions.
- Rate is guaranteed for 3 years from the renewal date of 10/01/2025.
- Customer may terminate this Renewal with respect to all Employees (including their Dependents) or any group of Employees included under this Renewal or any subsidiary or affiliate of Customer that is covered under this Renewal by giving Company at least **ninety (90) days written notice prior to the end of the renewal term or prior to the end of any given contract year within the renewal term**, after the date of such notice, such termination shall become effective.
- Rate assumes standard billing process of single bill at plan sponsor level only.
- **Utilization reports are provided on a Quarterly basis. If for any 2 consecutive reporting periods there is less than 1% utilization, reporting frequency will default to Annual reporting.
- Company may adjust Service Fees effective as of the date on which any of the following occurs:
 - If, for any Service, there is a change in the number of Employees greater than +/- 20% of current population assumed in Company’s quotation as of the Effective Date of this Renewal.
 - Change in Services – A material change in Services is requested or initiated by the Customer or by legislative action.
 - Premium Taxes or Assessments – If legislative or regulatory action results in the assessment of premium taxes or other like charges as it concerns those Services provided under the terms of this Agreement.



BLUEMEDICARE GROUP MASTER AGREEMENT

SECTION 1: INTRODUCTION

This BlueMedicare Group Master Agreement (this “Agreement”) describes the rights and obligations which you and Blue Cross and Blue Shield of Florida, Inc. (“Florida Blue”) have with respect to the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan (hereinafter, “Medicare Plan(s)”) coverage to be provided by us to your Covered Retirees and Covered Dependents.

References to “we”, “us”, “our,” and Florida Blue throughout this Agreement refer to Blue Cross and Blue Shield of Florida, Inc. In exchange for your payment of the Premium, we agree to provide the coverage and/or benefits specified in the Evidence of Coverage for the Medicare Plan(s) (“Evidence of Coverage”), a copy of which is attached to this Agreement. The coverage to be provided by us under the Group Plan which you have established is described in the Evidence of Coverage.

SECTION 2: DEFINITIONS

Certain terms defined in the Agreement are also used and defined (for the convenience of Covered Persons) in the Evidence of Coverage. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. The following defined terms apply to this Agreement:

Anniversary Date means the date one year after the Effective Date of coverage and subsequent annual anniversaries or such other date as mutually agreed to in writing by the parties.

Appeal means a request submitted by or on behalf of a Covered Person for a review of our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs.

CMS means the Centers for Medicare and Medicaid Services.

CMS Requirements means the provisions of Parts C and D of Title XVIII of the Social Security Act, CMS Medicare Part C and D regulations at 42 C.F.R. Parts 422 and 423, the CMS Managed Care and Prescription Drug Benefit Manuals, other CMS instructions and guidance and the provisions of Florida Blue’s contracts with CMS to offer the Medicare Plans.

Covered Dependent means an Eligible Dependent who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Retiree.

Covered Person means a Covered Retiree or a Covered Dependent.

Covered Retiree means an Eligible Retiree, who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Dependent.

Effective Date for the Group means 12:01 a.m. on the date specified on the last page of this Agreement and for Covered Persons means 12:01 a.m. on the date coverage will begin as specified in the Evidence of Coverage.

Eligible Dependent means an individual who meets and continues to meet all of the eligibility requirements described in the Evidence of Coverage.

Eligible Retiree means an individual who meets and continues to meet all of the eligibility requirements set forth in the Evidence of Coverage and is eligible to enroll as a Covered Retiree. An Eligible Retiree is not a Covered Retiree until actually enrolled and accepted for coverage as a Covered Retiree by us.

Enrollment Forms means those forms, electronic or paper, which are approved by us and used to maintain accurate enrollment files under the Agreement.

Grace Period means the sixty (60) calendar day period beginning on the date the Premium is due.

Grievance means a type of complaint submitted by a Covered Person (or other person eligible under CMS Requirements to submit a Grievance) about us or one of our network providers or pharmacies, including a complaint concerning the quality of care. This type of complaint does not involve coverage or payment disputes.

Group means the employer, labor union, association, partnership, corporation, department, other organization or entity through which coverage and benefits are issued by us.

Note: References to "you" or "your" throughout the first part of this Agreement also refer to the Group. References to "you" or "your" in the Evidence of Coverage refer to Eligible Retirees, Eligible Dependents, Covered Retirees and/or Covered Dependents depending on the context and intent of the specific provision.

Group Master Agreement or Agreement means the written document which is evidence of the entire agreement between the Group and Florida Blue whereby coverage and benefits are provided to Covered Persons.

Late Enrollment Penalty ("LEP") means an amount added to the Part D Premium of an individual who did not have Part D coverage or other creditable prescription drug plan when the individual first became eligible for Part D or who had a break in Part D or other creditable prescription drug coverage for at least 63 days.

Low Income Subsidy ("LIS") means the premium subsidy amount paid to us by CMS for qualifying Covered Persons with Medicare Part D coverage.

Medicare Plan means the group Medicare Advantage Plan, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan that you select.

Premium means the amount required to be paid by the Group to us for coverage under this Agreement.

Service Area means a geographic area where a Medicare Plan accepts members.

SECTION 3: ELIGIBILITY, ENROLLMENT, AND DISENROLLMENT

A. Eligibility Determination

Determination of whether an individual is an Eligible Retiree or Eligible Dependent will be a two-step process:

1. You will determine whether the individual is eligible to participate in the retiree group health benefit plan that you sponsor. For individuals meeting your eligibility criteria, you will promptly forward completed applications to us. You are responsible for complying with all applicable laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, in making this eligibility determination. You must also comply with all eligibility guidelines included in the benefit administrative guide and Evidence of Coverage.
2. After receiving a complete application, we will process the application in accordance with CMS Requirements. An application must be approved by us and accepted by CMS for an individual to be enrolled in a Medicare Plan.

B. Distribution of Enrollment Materials

You may only distribute materials describing the Medicare Plan that we have provided to you or that we have approved in writing. You will distribute any pre-enrollment materials that we provide to you to each potential enrollee before collecting enrollment applications. Nothing in this Section will preclude you from making additional disclosures about your group health benefit plan as applicable to comply with ERISA, such as a wrap-around summary plan description or other plan document. If applicable, you are solely responsible for compliance with ERISA disclosure requirements in connection with the Medicare Plan(s).

C. Group Disenrollment

If you decide to disenroll all Covered Persons from a Medicare Plan, you must:

1. Notify all beneficiaries that you intend to disenroll them from the Medicare Plan. You will provide this notice at least twenty one (21) calendar days before the disenrollment. This notice will explain how to contact Medicare for information about other plan options that may be available. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.
2. Provide us with all information necessary to submit a complete disenrollment request transaction to CMS in accordance with CMS Requirements.
3. In the event of termination of this Agreement, provide advanced notice in accordance with Section 4 of this Agreement.

D. Individual Covered Person Disenrollment

Covered Persons may be disenrolled from a Medicare Plan by Florida Blue if they become ineligible for continued enrollment. Covered Persons may also be disenrolled if this Agreement terminates or if you

inform us that they are no longer eligible to participate in your retiree group health plan. If Florida Blue determines that a Covered Person is ineligible for continued enrollment or if you instruct us to disenroll an individual, you must:

1. Provide us with at least thirty (30) calendar days advanced notice of the ineligibility or disenrollment election of an individual; and
2. Provide the Covered Person(s) who will be disenrolled with at least twenty one (21) calendar days advanced notice of the termination and of other insurance options that are available to them. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

The Covered Person will have the opportunity to elect another plan offered by us or by you, join Original Medicare, or join another carrier's Medicare Plan (by submitting an enrollment request to that organization).

SECTION 4: TERM AND TERMINATION

A. Term of Agreement and Renewal Process

This Agreement shall become effective as of the Effective Date provided: (1) that we accept your Group Application; and (2) that you pay the required initial Premium specified by us.

This Agreement shall continue in effect until the first Anniversary Date following the Effective Date unless terminated earlier as permitted by its terms. After the initial term, this Agreement shall automatically renew each succeeding year on the Anniversary Date for an additional one-year period unless:

1. At least sixty (60) calendar days prior to such Anniversary Date, you notify us that you do not want the Agreement to automatically renew; or
2. It is terminated as permitted by its terms.

At least ninety (90) calendar days before each Anniversary Date, we will provide you with notice of changes in Premium and benefits under the Medicare Plan for the upcoming year (the "Renewal Notice").

If this Agreement renews as specified above, all of its terms and provisions (including the Premium due) shall be amended to include the terms of the Renewal Notice, and the amended Agreement shall govern coverage as of the Anniversary Date. Payment of the new charges shall constitute acceptance of the change in Premium rates. This Agreement is conditionally renewable. This means that it automatically renews each year on your Anniversary Date unless terminated earlier in accordance with its terms.

B. Termination by Group

The Group may cancel this Agreement on its Anniversary Date by giving written notice to us at least sixty (60) calendar days in advance, unless we have initiated a termination for any of the reasons stated below.

C. Termination by Florida Blue

We may terminate this Agreement or refuse to renew for the following reasons:

1. **Failure to Pay Premiums.** You do not pay Premiums in accordance with its terms or we have not received timely Premium payments prior to the end of the Grace Period. Termination of this Agreement for failure to pay premiums shall be effective as of the end of the Grace Period. In the event of such termination, you are obligated to pay the following:
 - a. Any portion of the Premium due for coverage provided by us prior to termination; and
 - b. Any amounts otherwise due us.
2. **Fraud or Intentional Misrepresentation of Material Fact.** You perform an act, or engage in any practice, that constitutes fraud or make an intentional misrepresentation of material fact.
3. **Group Contribution and Participation and CMS Rules.** You do not comply with: (1) a material provision which relates to rules for Group contributions or Covered Person participation; or (2) any provision in this Agreement which relates to LIS or other CMS Requirements.
4. **Service Area.** There is no longer any Covered Person who lives, resides, or works in the Service Area.
5. **Termination or Non-renewal of the CMS Contract.** We will provide you with at least ninety (90) calendar days' notice upon termination or non-renewal of our contract with CMS.

Except as specifically provided in this Subsection 4.C, if we decide to terminate or not renew the Agreement based on one or more of the circumstances mentioned above, we will give you at least forty-five (45) calendar days advance written notice.

D. Notification of Termination to Covered Retirees

It is your obligation to immediately notify each Covered Person of any such termination of this Agreement for any reason, consistent with the requirements of Section 3 of this Agreement.

E. Representations Made By, and Obligations of, the Group

In agreeing to provide coverage in accordance with the terms of this Agreement, we rely on the representations you made when you applied for coverage with us and your representation that you have authority to act on behalf of all Covered Persons with respect to this Agreement. Consequently, every act by, agreement with, or notice given to, you will be binding on all Covered Persons. You agree that you shall offer to all Eligible Retirees the opportunity to become a Covered Person under this Agreement. You agree that, if requested by us, you will distribute the Evidence of Coverage and other coverage materials to Covered Persons.

SECTION 5: PAYMENT PROVISIONS

A. Monthly Invoice

We will prepare a monthly invoice of the Premium due on or before the due date. This monthly invoice will also reflect any prorated charges and credits resulting from changes in the number of Covered Persons and changes in the types of coverage that took place in the previous or current month.

If you become aware that a Covered Person will become ineligible, you must provide us with written notice of such ineligibility as described in Section 3 of this Agreement. You shall be liable to us for the Premium due for each individual enrolled in a Medicare Plan under this Agreement until the effective date of disenrollment, which is set by CMS Requirements.

You must pay the total amount of the invoice. Do not add names to an invoice, change coverage or pay for a retiree or dependent whose name does not appear on the invoice. No changes can be made to a Group invoice unless a signed application form is on file and submitted to Florida Blue. Payment shall be for the total amount of the Group invoice.

B. Payment Due Date

The first Premium payment is due before the Effective Date of the Agreement. Each following payment is due monthly unless you agree with us in writing on some other method and/or frequency of payment. The Premium is due and payable on or before the first day of each succeeding calendar month to which such payments apply.

C. Grace Period

This Agreement has a sixty (60) calendar day Premium payment Grace Period, which begins on the date the Premium payment is due. If we do not receive the required Premium payment on or before the date it is due, it may be paid during this Grace Period. Coverage will stay in force during the Grace Period. If Premium payments are not received by the end of the Grace Period, we will terminate this Agreement and proceed with the disenrollment of Covered Persons as described in Section 3 of this Agreement.

D. Changes in Premium

Premium rates may be changed on your Anniversary Date as described in Section 4.A above regarding renewal.

E. Other Rules Regarding the Payment of Premiums

1. CMS rules govern the effective date of any disenrollment of a Covered Person under this Agreement, and we are not required to retroactively terminate this Agreement or coverage for any Covered Person.
2. If full payment of the Premium is not paid when due, this Agreement may be terminated as described in Section 4 of this Agreement.

F. Premium Subsidization

You may subsidize Premium amounts charged to Eligible Retirees. You are responsible for compliance with all applicable laws and regulations relating to your subsidy of Premiums, including ERISA and CMS Requirements, as applicable. You acknowledge and agree that Premium subsidization may vary for different classes of Eligible Retirees only if such classes are reasonable and based on objective business criteria. You represent and warrant that you will not vary Premium subsidization based on any Covered Person's eligibility for LIS. Further, you will not vary Premium subsidization for individuals within a given class of Eligible Retirees. In no case will you charge an Eligible Retiree more than the sum of the monthly Premium that we charge you for the Medicare Plan benefits.

G. Low Income Subsidy

You will comply with the following requirements in connection with LIS:

1. You are required to pass through any LIS payments received from CMS to reduce the Premium amount that the Covered Retiree pays. You will first apply any LIS amounts to a Covered Person's share of Premium. You may not benefit from any LIS amount until the Premium for a Covered Person (including amounts for the non-drug benefits in a combined Medicare Advantage Prescription Drug Plan) paid by a Covered Retiree is reduced to zero (\$0.00).
2. You are responsible for reducing up-front Premium contributions that you collect from Covered Retirees for any Covered Persons eligible for LIS. In limited situations where you are unable to reduce the up-front Premium contribution (*e.g.* if LIS is awarded retroactively), you will directly refund the LIS amount to the Eligible Retiree within fifteen (15) calendar days of the date you receive the LIS amount from Florida Blue.

H. Late Enrollment Penalty (LEP)

The Premium for an individual Covered Person may be higher if the Covered Person is assessed an LEP for not enrolling in Part B in a timely manner. This higher Premium will be reflected on the bill you receive from us.

I. Premium Billing

You will be responsible for the payment of the "Total Monthly Premium per Covered Retiree" of all Group members. The Total Monthly Premium may be less for Covered Persons who qualify for LIS as defined by CMS. You will also be responsible for any LEP charges that Group members have been assessed by CMS. The first Premium charge is payable before the Effective Date of this Agreement. Monthly charges are payable on the first day of each following month during the time this Agreement is in effect.

J. Retroactive Premium Adjustment

The monthly charge will be determined from our records by the number of Covered Retirees who have been confirmed through the CMS enrollment transaction process. Retroactive adjustments will be made for additions and terminations of Covered Retirees and for Covered Retirees who have been confirmed through the CMS enrollment transaction process after the initial billing statement. Any refund that is owed to a Covered Retiree must come from the Group, unless the Covered Retiree is billed directly by us. Florida Blue will only adjust the amount due of a Group and will not refund Premium(s) paid to a Covered Retiree, unless we mutually agree that a Covered Retiree is to be directly billed by Florida Blue. You must refund to Covered Retirees any amounts received from us that are due to Covered Retirees in a timely manner.

SECTION 6: HOST BLUE PLANS

A. Out-of-Area Services – Medicare Advantage

We have relationships with other Blue Cross and/or Blue Shield Licensees ("Host Blues") referred to generally as the "Inter-Plan Medicare Advantage Program." This Program operates under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). When members access

healthcare services outside the geographic area we serve, the claim for those services will be processed through the Inter-Plan Medicare Advantage Program. The Inter-Plan Medicare Advantage Program available to members under this agreement is described generally below.

B. Member Liability Calculation

When you receive Covered Services outside of our service area from a Medicare Advantage PPO network provider, the cost of the service, on which member liability (copayment/coinsurance) is based, will be either:

- The Medicare allowable amount for covered services; or
- The amount either we negotiate with the provider or the Host Blue negotiates with its provider on behalf of our members, if applicable. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.

C. Nonparticipating Healthcare Providers Outside Our Service Area

When Covered Services are provided outside of our service area by nonparticipating healthcare providers, the amount(s) a member pays for such services will be based on either the payment arrangements, described above, for Medicare Advantage PPO network providers, Medicare's limiting charge where applicable or the provider's billed charge. In these situations, the member may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment we will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

SECTION 7: GENERAL PROVISIONS

A. Administration and Record Retention

You must provide us with any information we need to administer the coverage and/or benefits to be provided or needed to compute the Premium due. While this coverage is in force, we have the right, at any reasonable time, to examine your records on any issues necessary to verify information provided by you. You must retain all records relating to this Agreement, including but not limited to those relating to LIS administration, for the current calendar year plus an additional ten (10) years.

B. Assignment and Delegation

You may not assign, delegate or otherwise transfer this Agreement and the obligations hereunder without our written consent. Any assignment, delegation, or transfer made in violation of this provision shall be void. We may assign, delegate, or otherwise transfer this Agreement to our successor in interest or an affiliated entity without your consent at any time.

C. Authorization

Where this Agreement requires that an act involving the administration of coverage and/or benefits be authorized or approved by us, such authorization or approval shall be considered given when provided in writing by a duly authorized officer of Florida Blue or his or her designee.

D. Evidence of Coverage

We will provide an Evidence of Coverage and ID Card for each Covered Retiree. The Evidence of Coverage will describe the coverage and benefits to be provided to Covered Persons by us.

You agree that, if requested by us, you will distribute the Evidence of Coverage (and any Endorsements to it) and other coverage materials to Covered Persons.

E. Grievance and Appeals Process

We have established and will maintain a process for hearing and resolving Grievances and Appeals raised by Covered Persons in accordance with CMS requirements. Details regarding this process are provided in the Evidence of Coverage.

F. Changes to the Agreement

Florida Blue may make any changes to this Agreement that are necessary to meet CMS Requirements (“CMS Mandated Amendments”) with sixty (60) calendar days advanced written notice to you. Such changes shall become effective as amendments to this Agreement upon expiration of this sixty (60) calendar day notice period.

Except in the case of (a) CMS Mandated Amendments or (b) Renewal Notices as described in Section 4.A., no person may change, modify, or revise the written terms or provisions of this Agreement unless such change is made by a written amendment signed by one of our duly authorized officers. For example, no Eligible Retiree or agent of Florida Blue or the Group can change or waive the written terms or provisions of this Agreement except as stated in the first sentence of this paragraph.

G. Furnishing and Maintaining Enrollment Records

You must provide any information required by us for the purpose of creating and maintaining enrollment records, processing terminations, and recording changes in family status. In addition, you and each Eligible Retiree must submit accurate and complete Enrollment Forms on a timely basis. You are responsible for collecting the Enrollment Forms, reviewing them for accuracy and completeness, and forwarding them to us, along with the applicable Premium payment. All enrollment record information which is relevant to the eligibility or coverage status of any individual must be made available to us for inspection and copying upon request.

H. Errors or Delays

Clerical errors or delays by us in maintaining enrollment records regarding Covered Persons will not invalidate coverage which would otherwise be validly in force or continue coverage which would otherwise be validly terminated, provided you have furnished us with timely and accurate enrollment information. Errors or delays by you in furnishing accurate enrollment information to us will not affect our right to strictly enforce any and all eligibility requirements.

I. Entire Agreement

This Agreement sets forth the exclusive and entire understanding and agreement between the parties and shall be binding upon the Covered Persons, the parties, and any of their subsidiaries, affiliates, successors,

heirs, and permitted assigns. All prior negotiations, agreements, and understandings are superseded hereby. No oral statements, representations, or understanding by any person can change, alter, delete, add or otherwise modify the express written terms of this Agreement, which includes the terms of coverage and/or benefits set forth in the Evidence of Coverage, the Schedule of Benefits, and any other attachments, amendments or riders.

J. Financial Responsibilities of the Group

We reserve the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Our recovery efforts may relate to benefit payments made for health care services rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination is required to be made by you. Your cooperation with and support such recovery efforts is required.

In the event that you do not comply with the notice requirements set forth in Subsection 5.A (Monthly Invoice), you shall be solely liable to us for Premium due until the effective date established by CMS for a Covered Person's disenrollment.

K. Indemnification

You shall hold harmless and indemnify Florida Blue, against all claims, demands, liabilities, or expenses (including reasonable attorney fees and court costs), which are related to, arise out of, or are in connection with any of your acts or omissions, or acts or omissions of any of your employees, retirees or agents, in the performance of your obligations under this Agreement. We are not your agent, nor are you our agent, for any purpose. This paragraph shall only apply to the extent allowed under Florida Statutes § 768.28.

L. Representations on the Group Application and the Enrollment Forms

We rely on the information you and your Eligible Retirees provide to determine whether to issue coverage; the appropriate Premium and financing method; and eligibility for coverage. All such information must be accurate, truthful, and complete. Statements made on the Enrollment Forms are representations and not warranties.

We may cancel, terminate, or void this Agreement if the information which you provide is fraudulent, or if you make an intentional misrepresentation.

M. Reservation of Right to Contract

We reserve the right to contract with any individuals, corporations, associations, partnerships, or other entities for assistance with the servicing of coverage and benefits to be provided by us or obligations due, under this Agreement.

N. Service Mark

You, on behalf of the Group and its Covered Retirees, hereby expressly acknowledge your understanding that this Agreement constitutes a contract solely between you and Florida Blue. We are an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting us to use the Blue Cross and Blue Shield Service Mark in the state of Florida and that we are not contracting as the agent of the

Association. You further acknowledge and agree that you have not entered into this contract based upon representations by any person other than us and that no person, entity, or organization other than us shall be held accountable or liable to you for any of our obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other provisions of this Agreement.

O. Third Party Beneficiary

This Agreement was entered into solely and specifically for the benefit of Florida Blue and the Group. The terms and provisions of the Agreement shall be binding solely upon, and inure solely to the benefit of, Florida Blue and the Group, and no other person shall have any rights, interest or claims under this Agreement, including the Evidence of Coverage, or be entitled to sue for a breach thereof as a third-party beneficiary or otherwise. Florida Blue and the Group hereby specifically express their intent that health care providers that have not entered into contracts with Florida Blue to participate in Florida Blue’s provider networks shall not be third-party beneficiaries under this Agreement, including the Evidence of Coverage.

P. Inspection and Audit

You shall permit CMS, The U.S. Department of Health and Human Services, the Comptroller General, or their designees, to inspect, evaluate, and audit any of your books, contracts, medical records, patient care documentation, documents, papers, and other records pertaining to coverage by providing records to Florida Blue, which will submit the records to CMS. This right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable law.

Q. Benefit Administrator Guide

We will provide you with a Benefit Administrator Guide, which provides details related to how your plan is administered and your responsibilities as a benefit administrator.

R. Member Communications and Campaigns

We may send CMS required or Florida Blue member communications without your consent. Samples of all required materials are available upon request for informational purposes.

We may also contact Covered Persons by telephone regarding any Florida Blue campaign and any campaign approved by the Florida Office of Insurance Regulation and/or CMS, as applicable. We will notify you of the campaign prior to making contact with members.

S. COBRA

You are solely responsible for determining when individuals are eligible for coverage under a Medicare Plan pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”). You will notify us promptly of any COBRA elections. For more information on your COBRA responsibilities refer to the Benefit Administrator Guide.

* * * * *



Ciara Torres, Benefits Administrator
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34471

Dear Ciara,

Welcome to another year of your benefits program! Thank you for choosing Eagles Benefits by Design as your partner. We currently provide these services: Medical Flexible Spending Account and Dependent Care Account which saved you and your employees over \$169,621.15.

Eagles offers all types of Consumer Directed Healthcare Accounts, including Health Savings Accounts (HSA), Individual Coverage Health Reimbursement Agreements (ICHRA), Lifestyle Accounts (LSA), Flexible Spending Accounts (FSA), Limited Flexible Spending Accounts, Dependent Daycare Accounts (DDA), and more.

Eagles also administers Dollar Based Dental, a self-funded dental plan loved by Employers, employees, and Dentists. Learn more at <https://DollarBasedDental.com>.

For current clients of either our Consumer Driven Healthcare Accounts or Dollar Based Dental, we also offer full COBRA and Retiree Billing administration.

Please let us know if you would like to discuss adding any of our other services, as you may qualify for a discount.

This letter and the supporting documents provide you with important information and deadlines to enroll your employees on time so they can utilize their 2025-2026 benefits. Flexible benefit plans have become one of the most valued employee benefits because these “cafeteria-style” benefit plans allow employees to budget for planned expenses *and* save taxes!

As you know, the more employees who enroll in the FSA Plan and the more funds they contribute, the greater the tax savings both you, the employer, and your employees will see. As mentioned above, you and your employees **saved over \$169,621.15 in taxes**. As the employer, you save 7.65% on payroll taxes, and your employees save on payroll taxes and income taxes.



Our benefits are the only ones that pay you to offer them!

| | |
|-------------------------|---------------------|
| Employer Savings | \$34,285.13 |
| Employee Savings | \$135,336.02 |
| TOTAL SAVINGS* | \$169,621.15 |

*Total savings does not include pre-tax dollars employees pay for health insurance premiums, which reduces the amount of income used for tax calculations, resulting in even more significant tax savings to the employer.

Plan Document Update

This year, we are updating our clients' plan documents at no additional charge, if we do not have a signed copy in our files.

We are thankful for your business and are not increasing your per-participant fee this year!

As our prices continue to climb, we work hard to constrain costs and keep our fees as low as possible. We continue to leverage technology to provide you with savings. These include sending enrollment materials as soft (pdf), doing web-based enrollment and educational meetings, and moving our clients to ACH claims payments.

There are no changes in your rates for your new plan year. Please sign and return this letter to extend your services for another year. Please contact us to secure these low rates with a multiple-year guarantee.

_____ Yes, we want to renew all services.

City of Ocala
2025-2026

Each year the IRS increases the maximums.

_____ Yes, we want to have the annual maximums.

_____ Yes, we want to update our plan document and summary plan description

Signature

Signature

Printed Name

James M. Knox
Vice President Eagles, Benefits by Design, Inc
7/1/2025

Title

Date



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-1482

Agenda Item #: 17a.

Submitted By: Marie Brooks

Presentation By: Doug Peebles

Department: Electric Utility

STAFF REPORT:

Power Cost Adjustment Report - May 2025

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The Power Cost Adjustment (PCA) rate is the mechanism by which the positive and negative fluctuations in power costs are passed through to the customer. Power costs and sales are reviewed monthly to project over- or under-collections for the year. While the PCA can be adjusted as often as monthly, the recent practice has been to make minimal adjustments to maintain stable customer rates.

As requested by the City Council, a monthly report on the projected over- or under-collection of the PCA is attached.

On June 11, 2025, staff participated in a rate call with the Florida Municipal Power Agency (FMPA). Based on rate projections at that time and our sales projections, an over-collection of \$3,072,357 is projected for the end of Fiscal Year 2024-25.

The policy sets the rate stabilization reserve funding range at 15 to 25 percent of projected fuel costs. As of May 31, 2025, the reserve is funded at approximately 23 percent of the projected power cost and is in compliance with policy requirements.

**City Council Report
Power Cost Adjustment Projection**

May 2025

On June 11, 2025, staff participated in a rate call with FMPA. Based on their current rate projections and our sales projections, an over-collection of \$3,072,357 is estimated for the fiscal year-end.

FMPA updates its rate projections monthly, and staff will continue to monitor and provide monthly updates. Staff will continue to monitor the PCA and make recommendations as necessary.

| | | |
|------------------------------------|-----------|---------------|
| Projected Annual Power Costs | | \$117,490,685 |
| Projected Annual kWh Sales | | 1,392,890,136 |
| PCA Rate for: | 5/31/2025 | \$0.02815 |
| Cumulative Over(Under) Collection: | 5/31/2025 | (\$2,776,186) |
| Projected Over(Under) Collection: | 9/30/2025 | \$3,072,357 |

AGREEMENT FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND RELATED ENGINEERING SERVICES – CITYWIDE

THIS AGREEMENT FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND RELATED ENGINEERING SERVICES – CITYWIDE (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”), and **ARCHITECTURE STUDIO, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 37-1707464) (“Consultant”).

RECITALS:

WHEREAS, the City has a need for professional architectural and related engineering services to be performed on a continuing and as-needed basis; and

WHEREAS, on June 5, 2024, City issued a Request for Proposals (“RFP”) for the procurement of various professional architectural and related engineering services from qualified firms on a continuing and as-needed basis, RFP No.: ENG/240627 (the “Solicitation”); and

WHEREAS, Architecture Studio, Inc. submitted a proposal and was selected as a finalist and awardee for the provision of professional architectural and related engineering services; and

WHEREAS, the City desires to contract with Consultant for the provision of professional architectural and related engineering services upon the terms and conditions set forth herein and Architecture Studio, Inc., desires to perform such services upon said terms and conditions and based upon its qualifications package attached hereto as **Exhibit C – Consultant Proposal**; and

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

TERMS OF AGREEMENT:

1. **RECITALS.** City and Consultant 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 documents comprising the entire understanding between City and Consultant shall include only: (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 proposal submitted by Consultant in response thereto (the “Solicitation Documents”); (d) those documents identified in the Project Specifications section of this Agreement, if any; and (e) the task work orders issued for individual projects pursuant to this Agreement (collectively the “Contract Documents”). The Contract Documents are incorporated herein by reference for all purposes. Any conflict between the terms of this Agreement and the Contract Documents shall be construed in favor of this Agreement and 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 Services (A-1 through A-2) |
| Exhibit B: | Loaded Hourly Rates (B-1 through B-2) |
| Exhibit C: | Consultant Proposal (C-1) |
3. **SCOPE OF SERVICES.** Consultant agrees to perform professional architectural and related engineering services for City on an as-needed basis based on task work orders mutually negotiated by and between the City and Consultant for various individual City projects. Consultant shall provide all labor, materials, permits, equipment, transportation, and supervision

necessary for the provision of professional architectural and related engineering services to the City under this Agreement unless otherwise agreed to in writing by City.

- A. The scope of work to be performed by Consultant pursuant to task work orders issued under this Agreement may consist of, but will not necessarily be limited to, providing architectural and related engineering services for miscellaneous facility modifications, additions, renovation, repair, and remodel work.
 - B. Task work orders shall, by mutual agreement of the parties, set forth the: (1) scope of services for the individual project; (2) time for performance; (3) method and amount of compensation; (4) items to be provided to the City (the "Deliverables"); (5) material information regarding the services; (6) data that must be provided by the City to Consultant; and (6) name and contact information for the City's Project Manager for the individual project.
 - C. City does not guarantee, warrant, or represent that any certain number of projects or any particular type of project will be assigned to Consultant under the terms of this Agreement.
 - D. The purpose of this Agreement is not to authorize a specific project, but rather to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any subsequently issued task work order mutually agreed to by City and Consultant.
 - E. City shall have no obligation to reimburse Consultant for services rendered outside of the scope of any task work order unless and until City has given written approval of the work and the reimbursement.
 - F. City shall have the sole discretion to select the projects, if any, that may be given to the Consultant.
 - G. City reserves the right to approve or disapprove the use of any subconsultant for its projects.
 - H. Consultant shall perform all services in accordance with the terms and conditions of this Agreement and with any and all applicable regulations and requirements of all interested governmental agencies.
 - I. Consultant shall utilize sufficient qualified personnel acceptable to the City to perform any and all services under this Agreement and any task work order issued hereunder. Consultant shall promptly remove any person from performing services as the City may request in writing and promptly replace such person with a person who shall be approved in writing by the City. Consultant agrees to include a similar provision in its agreements with any and all subconsultants.
 - J. **Standard of Care.** Consultant shall perform all services in a timely, efficient, and cost-effective manner and in a manner that comports with the standards of professional architectural and related engineering services ordinarily exercised by reputable members of Consultant's profession. Consultant shall re-perform any services which fail to satisfy the foregoing standard of care at no additional cost to City. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
4. **CONTRACT TERM.** The term of this Agreement shall commence and continue in full force for a period of **THREE (3) YEARS** beginning on **OCTOBER 2, 2024** and ending on **OCTOBER 1, 2027** (the "Initial Term"). This Agreement may be renewed for no more than **ONE (1)** consecutive

THREE (3) YEAR term upon the mutual written consent of both parties, unless terminated earlier by either party pursuant to the terms of this Agreement.

5. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **TWO HUNDRED FIFTY THOUSAND, AND NO/100 DOLLARS (\$250,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in **Exhibit B – Loaded Hourly Rates** and the terms of this Agreement. The maximum limiting amount established under this Agreement shall not be exceeded without the City's express written approval verified by amendment or change order to this Agreement.
- A. It is expressly understood that Consultant is not entitled to the total amount of Compensation referenced above. Rather, Compensation shall be based on satisfactory completion and delivery of all work product and deliverables identified in the scope of work for each individual task work order up to the maximum limiting amount established herein.
- B. For services rendered by Consultant pursuant to individual task work orders issued under this Agreement, City shall pay Consultant in accordance with the amounts set forth in **Exhibit B – Loaded Hourly Rates**.
- C. Compensation due may be calculated as (1) a lump sum amount; or (2) a guaranteed maximum price based on per diem or hourly rates set forth in **Exhibit B – Loaded Hourly Rates**, which shall not be exceeded unless agreed to in a writing executed by both parties.
- D. **Invoice Submission.** All invoices submitted by Consultant shall be submitted to: **City of Ocala Engineering Department**, Attn: **Sean Lanier**, Address: **1805 NE 30th Avenue, Bldg. 600, Ocala, Florida 34470**, E-Mail: slanier@ocalafl.gov. By submitting its invoice, Consultant certifies to City that: (1) Consultant has billed City for all services rendered by it and any of its consultants or subconsultants through the date of the invoice; (2) any reimbursable expenses present on the face of the invoice, if allowed, have been reasonably incurred by Consultant; and (3) the amount requested by Consultant is currently due and owing.
- E. Consultant invoices shall be sufficiently detailed and adequately describe the work accomplished in accordance with the related task work order. All invoices, reports, and other documentation submitted by Consultant shall include the City Contract Number, invoice date, and an assigned invoice number. City reserves the right to request additional documentation to support the charges reflected. All completed tasks must be approved and agreed upon by the City Project Manager before payment will be authorized.
- F. **Prompt Payment.** Monthly actual payment reporting requirements for prime consultants and subconsultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished. Florida law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within **TWENTY-FIVE (25) DAYS** of receipt. Invoices for consultant contracts are payable per the terms of this Agreement but shall not exceed federal regulations as set forth in 49 CFR Part 26, specifically section 26.29, requiring payment of all subcontractors for satisfactory performance within **THIRTY (30) DAYS** of payment to the Prime.
- G. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is invoiced and/or provided for under the terms of this

- Agreement or any related task work order, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30) DAYS** of Consultant'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. **Reimbursement.** Travel rate equal to the rate used to compute travel costs for State employees in accordance with Section 112.061, Florida Statutes (44.5 cents per mile). The City does not pay cost for copies, mailings, and prints as separate line items.
- I. **Amounts Due to the City.** Consultant must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Consultant may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- J. **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. Consultant shall not be exempted from paying sales tax to its suppliers for services or material required to fulfill Consultant's contractual obligations with the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein.
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 (each a "Force Majeure" event). 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 a force majeure event 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 to the terms of this Agreement and/or any related task work order that may be necessary or appropriate in order to arrive at an equitable solution.
- C. Consultant performance shall be extended for a number of days equal to the duration of the force majeure event. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **TERMINATION.** This Agreement may be terminated by either party for cause upon City or Consultant providing written notice to the defaulting party not less than **THIRTY (30) DAYS** prior to the date of termination in the manner specified for the giving of Notices herein. Any such termination shall not affect the rights or obligations accruing to either party under any previously issued and approved Task Work Order.
- A. **Consultant's Opportunity to Cure Default.** City may, in its sole discretion, provide Consultant with an opportunity to cure the violations set forth in City's notice of default to

- Consultant. Consultant 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 Consultant 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.
- B. **City's Remedies Upon Consultant Default.** In the event of Consultant default under this Agreement City shall have the right, at City's option, to pursue any and all remedies available at law or equity, including, without limitation, the right to:
- (1) terminate this Agreement without further notice;
 - (2) hire another consultant to complete the required work in accordance with the needs of City;
 - (3) recover from Consultant all damages, costs, and attorneys' fees arising from Consultant's default prior to termination; and
 - (4) recover from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant; or (ii) any other remedy as provided by law.
- C. **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. Upon receipt of the City's Notice of Termination, Consultant shall immediately discontinue all work as directed in the Notice, provide notice to all subconsultants 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. Consultant 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 Consultant as permitted under this Agreement and approved by City.
- D. **Delivery of Materials Upon Termination.** In the event of termination of this Agreement (or any task work order issued hereunder), for any reason prior to Consultant's satisfactory completion of all services, Consultant agrees to promptly provide to City, at no additional cost or expense, one (1) copy of any and all of the following items which may have been produced or created prior to and including the date of termination to City: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and any other information, instrument, or materials (whether or not completed) that were generated or prepared by Consultant in rendering the Services described herein and not previously furnished to City by Consultant pursuant to this Agreement or associated task work order.
8. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Consultant's performance. Any such evaluation will become public record.
9. **CONTRACT FULFILLMENT.** Consultants who enter into any agreement with the City of Ocala and fail to complete the contract term, for any reason, may be subject to future bidding suspension for **ONE (1) YEAR**, and up to a possible **THREE (3) YEAR** bid debarment for serious contract failures.
10. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto

liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Consultant's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Consultant does not own vehicles, Consultant shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Consultant's Commercial General Liability policy or separate Commercial Automobile Liability policy.

11. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury;
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations;
 - C. Policy must include coverage for contractual liability and independent contractors;
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Consultant. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Consultant shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Consultant shall waive and shall ensure that Consultant's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Consultant's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**
13. **PROFESSIONAL LIABILITY AND/OR ERRORS AND OMISSIONS INSURANCE COVERAGE.** Consultant shall procure and maintain, for a period of not less than **Five (5) Years** from the date of acceptance of the work by the City, a policy of professional liability/error and omissions insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.
14. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting Consultant's liability or obligations under this Agreement. City does not in any way

- represent that these types or amounts of insurance are sufficient or adequate enough to protect Consultant's interests or liabilities or to protect Consultant from claims that may arise out of or result from the negligent acts, errors, or omissions of Consultant, any of its agents or subconsultants, or for anyone whose negligent act(s) Consultant may be liable.
- B. No insurance shall be provided by the City for Consultant under this Agreement and Consultant shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Consultant under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Consultant allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Consultant shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Consultant's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Consultant's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Consultant's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Consultant. Consultant's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Consultant 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.

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 Consultant or as prohibiting the City from acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.
 - E. A consultant who fails to provide public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK, 110 SE WATULA AVENUE, OCALA FLORIDA 34471; TELEPHONE: 352-629-8266; E-MAIL: clerk@ocalafl.gov.

17. **AUDIT.** Consultant agrees to maintain such financial and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. Consultant 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.

18. **PUBLICITY.** Consultant 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.
19. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
20. **DRUG FREE WORKPLACE CERTIFICATION.** If not already completed during the solicitation process, in compliance with section 287.087, Florida Statutes, Consultant shall, prior to the commencement of work under this Agreement, execute the City's Drug Free Workplace Certification and it shall thereafter be deemed to be included as part of this Agreement.
21. **NON-DISCRIMINATORY PRACTICES.** Consultant, for itself, its delegates, successors-in-interest, and assigns, and as part of the consideration hereof, does hereby covenant and agree that in the furnishing of Services to the City under this Agreement, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the basis 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. Consultant further covenants and agrees that it shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines and as such rules, regulations, or guidelines may from time to time be amended.
22. **E-VERIFY.** Pursuant to section 448.095, Consultant 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. Consultant 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, Consultant 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. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant 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. Consultant 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.
23. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges Consultant 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 Consultant performs hereunder.

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.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from 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 negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by section 725.08, Florida Statutes, and to the extent that the services rendered pursuant to the Agreement were services of a “Design Professional” as defined in section 725.08(4), Florida Statute, including without limitation, harm or personal injury to third persons during the term 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 required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

| | |
|-------------------|--|
| If to Consultant: | Architecture Studio, Inc. Attention: Rolando Sosa 823 E. Fort King Street Ocala, Florida, 34471 Phone: 352-620-0944 Email: sosa@sosarchitect.com |
|-------------------|--|

| | |
|----------------------|---|
| If to City of Ocala: | Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov |
|----------------------|---|

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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 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.
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 who shall be bound by the provisions hereof.

34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
35. **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.
36. **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.
37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **ELECTRONIC SIGNATURE(S).** Consultant, 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.
39. **ENTIRE AGREEMENT.** This Agreement, including those documents referenced in the Contract Documents section of this Agreement, constitute 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.
40. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on 10/4/2024.

ATTEST

CITY OF OCALA

Signed by:
Angel B. Jacobs
8DB9574C29E5485

Angel B. Jacobs
City Clerk

DocuSigned by:
Barry Mansfield
438E2A5AC279447

Barry Mansfield
City Council President

Approved as to form and legality:

ARCHITECTURE STUDIO, INC.

DocuSigned by:
William E. Sexton
917DCFAE9E6429

Signed by:
Rolando Sosa
ED7C89C115D845A

William E. Sexton

(Name)

Rolando Sosa

(Name of Authorized Signatory)

City Attorney

(Title)

architect

(Title of Authorized Signatory)

EXHIBIT A - Scope of Services

OVERVIEW OF PROJECT AND SCOPE OF SERVICES

Consultant shall provide architectural and related engineering services for miscellaneous facility modifications, additions, renovation, repair, and remodel work on an as-needed basis. These services will be used by the City of Ocala Engineering Department to construct various modifications, additions, renovations, repairs, or remodel of City facilities, citywide. Consultant must be licensed in the State of Florida and possess professional service registrations and licenses in accordance with applicable statutes, regulations, and rules.

Consultants shall be tasked with development of architectural/construction drawings and working with the project team to finalize project scopes and budgets. Consultant will also serve as the "Architect of Record" for the project and be the primary interface with the City of Ocala for permitting and construction tasks, and shall sign and seal appropriate drawings, statements, and certifications. Consultant shall also provide input as appropriate during all tasks of design on codes and standards in the City of Ocala and conformance thereto. Additionally, Consultant will obtain any required governmental approvals and permits with the City of Ocala Permits Department.

Work will be assigned on an as-needed basis per project by individual Task Work Orders. Each Task Work Order will itemize the hours and tasks to be performed for each individual project using negotiated fixed hourly rates that will be used to calculate the proposed fee for services performed.

Pursuant to section 287.055(2)(g), Florida Statutes, no individual project assigned by Task Work Order under this Agreement shall have a basic construction cost estimated by the City not to exceed \$7.5 million and no fee for professional services for a planning or study activity in excess of \$500,000. If a project's estimated construction cost limit or planning/study will exceed these amounts, that project's architectural services will be advertised and procured separately under section 287.055, Florida Statutes.

The City Project Manager or designee shall define the scope of work for each individual project via Task Work Order. The Work may include, but is not limited to, the following:

- (a) Providing signed and sealed, permittable, construction plans and specifications for new commercial/government facility construction, modification, renovation, remodel, or repair.
- (b) Providing construction plans inclusive of the design of all necessary architectural, structural, mechanical, plumbing, and electrical systems and components.
- (c) Providing construction specifications for all building components and systems.
- (d) Providing construction plans and specifications which comply with the current Florida Building Code and other requirements set forth in the City of Ocala Municipal Code for the permitting of commercial construction.
(See https://library.municode.com/fl/ocala/codes/code_of_ordinances?nodeId=PTIICOOR_CH82BUBURE)
- (e) Meeting with City staff to review preliminary and final design for approval.

Design Schedule: The design schedule for each individual project will be dependent on the Task Work Order's scope of work. Generally, Consultant should be able to provide signed and sealed permitted construction plans within a reasonable amount of time from the issue of Notice to Proceed. The design schedule will be negotiated with the City Project Manager when a Task Work Order proposal is requested.

ADDITIONAL INFORMATION

The services provided will be for a complete solution. Consultant shall provide the services described herein to include the architectural and related engineering services necessary for a complete construction plan set. The Consultant will be contractually responsible for providing the overall complete design for each scope of work.

PER DIEM RATE SHEET

| Position | Rate |
|---------------------|-------------|
| Principal Architect | \$225.00 |
| Project Architect | \$175.00 |
| Project Manager | \$150.00 |
| Interior Designer | \$125.00 |
| Senior Designer | \$125.00 |
| CADD Designer | \$95.00 |
| Project Assistant | \$85.00 |
| Accounting Manager | \$75.00 |
| Clerical | \$50.00 |

REIMBURSABLE EXPENSES

| | |
|---|-------------------------------|
| 24X36, 30X42 Plots B/W on Translucent Bond | \$2.00/2.50 Per SF |
| 24X36, 30X42 Color on Translucent Bond | \$10.00 Per SF |
| 8^{1/2}x11 Copies B/W | \$0.20 |
| 11x17 Copies B/W | \$0.40 |
| Travel per mile, door to door | Per IRS Rates |
| Photography, Postage, etc. | Cost + %10 |
| Out of Town Expenses (Hotel and meals) | Cost + %10 |
| Permit and Application Fee | Cost + %10 |
| Overnight Deliveries | Cost + %10 |
| Interior Furnishings Purchases | Cost + %10 |
| <hr/> | |
| Services added to our contract (Consultants, engineers and vendors): | Cost + %10 |

Exhibit B - Loaded Hourly Rates

CONTRACT# ENG/240627

**TLC Engineering Solutions, Inc.
HOURLY RATES**

| Salary Multipliers | |
|----------------------------------|--------|
| Employee Burden | 56.52 |
| G&A Overhead | 153.66 |
| Total Audited Rate before profit | 210.18 |

TLC Engineering Solutions, Inc.

Fringe Burden
56.52

G&A
153.66

Profit
10.00%

| Position | Hourly Rate | Fringe Burden | Fully Burdened Rates |
|---------------------|-------------|---------------|----------------------|
| Director | \$70.00 | \$39.56 | \$109.56 |
| Senior Engineer | \$60.00 | \$33.91 | \$93.91 |
| Project Engineer | \$50.00 | \$28.26 | \$78.26 |
| Engineer | \$40.00 | \$22.61 | \$62.61 |
| Graduate Engineer | \$30.00 | \$16.95 | \$46.95 |
| Technician/Clerical | \$25.00 | \$14.13 | \$39.13 |

| G&A | profit | Total | Calculated Total Multiplier |
|----------|---------|----------|-----------------------------|
| \$107.56 | \$21.71 | \$238.84 | 3.41 |
| \$92.20 | \$18.61 | \$204.72 | 3.41 |
| \$76.83 | \$15.51 | \$170.60 | 3.41 |
| \$61.47 | \$12.41 | \$136.48 | 3.41 |
| \$46.10 | \$9.31 | \$102.36 | 3.41 |
| \$38.42 | \$7.75 | \$85.30 | 3.41 |

Exhibit C – Consultant Proposal CONTRACT# ENG/240627

**Architecture Studio, Inc.'s submitted
proposal is available for inspection and
copying at: City of Ocala, Procurement
and Contracting 110 SE Watula Avenue
Ocala, Florida, 34471**

Certificate Of Completion

| | |
|--|-----------------------------|
| Envelope Id: 147FDC25680F4ED49F7424AB2083409E | Status: Completed |
| Subject: SIGNATURE - Agreement for Continuing Architectural Services-Citywide (ENG/240627) | |
| Source Envelope: | |
| Document Pages: 18 | Signatures: 4 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Porsha Ullrich |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | 110 SE Watula Avenue |
| | City Hall, Third Floor |
| | Ocala, FL 34471 |
| | pullrich@ocalafl.gov |
| | IP Address: 216.255.240.104 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Porsha Ullrich | Location: DocuSign |
| 10/2/2024 4:11:18 PM | pullrich@ocalafl.gov | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: City of Ocala - Procurement & Contracting | Location: DocuSign |

Signer Events

Rolando Sosa
 sosa@sosarchitect.com
 architect
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 Rolando Sosa
 E07C49C115D845A...
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.231.53.36

Timestamp

Sent: 10/2/2024 4:13:37 PM
 Viewed: 10/2/2024 4:50:12 PM
 Signed: 10/2/2024 4:51:26 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/2/2024 4:50:12 PM
 ID: 59e48859-7792-4577-bb8c-f82ac077b36f

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 William E. Sexton
 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 10/2/2024 4:51:28 PM
 Viewed: 10/3/2024 8:42:58 AM
 Signed: 10/3/2024 8:51:16 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Barry Mansfield
 bmansfield@ocalafl.org
 Council President
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 Barry Mansfield
 550E4A5AC2B44F7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 107.115.108.54
 Signed using mobile

Sent: 10/3/2024 8:51:17 AM
 Viewed: 10/4/2024 10:31:48 PM
 Signed: 10/4/2024 10:32:13 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

Signed by:

 Angel B. Jacobs
 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 10/4/2024 10:32:15 PM
 Viewed: 10/7/2024 8:54:30 AM
 Signed: 10/7/2024 8:54:50 AM

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
|----------------------|------------------|------------------|
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Accepted: 10/7/2024 8:54:30 AM
ID: c5d75522-ae8c-410a-b464-d378366d1248

| In Person Signer Events | Signature | Timestamp |
|--------------------------------|------------------|------------------|
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| Editor Delivery Events | Status | Timestamp |
|-------------------------------|---------------|------------------|
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|
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| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|
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| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 10/2/2024 4:13:37 PM |
| Certified Delivered | Security Checked | 10/7/2024 8:54:30 AM |
| Signing Complete | Security Checked | 10/7/2024 8:54:50 AM |
| Completed | Security Checked | 10/7/2024 8:54:50 AM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| Electronic Record and Signature Disclosure |
|---|
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

**SCHOOLS SURVEILLANCE CAMERA SYSTEM ACCESS
AGREEMENT**

THIS AGREEMENT is made and entered into as of this ____ day of _____
2025, by and between

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
(hereinafter referred to as "SCHOOL BOARD"),
a body corporate existing under the laws of the State of Florida, whose principal
place of business is
1614 E FORT KING STREET, OCALA Florida 34471 and

THE CITY OF OCALA
(hereafter referred to as the "CITY")
by and through its Ocala Police Department
(hereinafter referred to as the "City Police Department")
110 SE WATULA AVENUE, OCALA FLORIDA 34471

WHEREAS, SCHOOL BOARD operates all public district schools located in Marion County,
Florida; and

WHEREAS, CITY desires its authorized personnel by mutual procedures to have access to real-time
(live) video feeds and recorded video feeds from SCHOOL BOARD'S surveillance cameras when active
circumstances at a public district school or facility present an immediate need for law enforcement or fire
safety personnel to respond to that school or facility to protect the health or safety of district school students,
SCHOOL BOARD personnel or SCHOOL BOARD property.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein
and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
parties hereby agree as follows:

ARTICLE 1- RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals
are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the
term of this Agreement will commence on the date last signed by the parties and will continue through the end
of the business day on June 30, 2027. Written renewal of this Agreement for three additional one-year periods
is contingent upon the same terms and conditions, and the satisfactory performance of the parties.

2.02 **Confidential and Exempt Security and Safety Plan Information**. CITY acknowledges that
SCHOOL BOARD'S video security monitor images depict the internal layout and structural elements of
SCHOOL BOARD'S buildings or other structures owned or operated by SCHOOL BOARD and are
exempt from Section 119.07(1), Fla. Stats. (2024) and Art. I, §24(a), Fla. Const. [the provisions commonly
referred to as the public records laws] and pursuant to Section 119.071 and Section 286.011, Fla. Stats.
(2024) are exempt from access or disclosure. Florida law permits the SCHOOL BOARD to disclose such
confidential and/or exempt information to CITY in furtherance of CITY authorized personnel by mutual

procedures, official duties and responsibilities. Pursuant to Section 119.0701, Fla. Stats. (2024), CITY shall keep and maintain confidential and exempt all such information provided to them under applicable law. CITY agrees not to release such information or to disclose their contents to anyone other than an employee of CITY that requires access to such information in furtherance of their official duties, unless such information is required to be released by applicable law or order of a court of competent jurisdictions and unless SCHOOL BOARD is first notified by CITY of the information's intended release. Any failure by CITY to maintain the confidential and exempt nature of such information will constitute a material breach of this Agreement.

2.02.1 SCHOOL BOARD Ownership and Required Retention of Recorded Video Images. CITY acknowledges that SCHOOL BOARD is a political subdivision existing under the laws of the State of Florida and is subject to that state's public records laws and record retention requirements. CITY further acknowledges that any and all original recordings of video security images captured through use of SCHOOL BOARD's video security cameras as well as any equipment within which such images are recorded are the property of SCHOOL BOARD. Such video images may not be removed from SCHOOL BOARD's property except pursuant to a subpoena, court order or search warrant in which case SCHOOL BOARD will be allowed to make a copy of such images to serve as SCHOOL BOARD's record copy for record retention requirements under applicable law.

2.03 Access to Recorded Video Images Not Involving an Emergency. Video images recorded through use of SCHOOL BOARD's security video cameras may be considered a confidential and exempt "education record", pursuant to Sections 1002.22(2) and 1002.221(1), Fla. Stats. (2024); the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the federal regulations issued pursuant thereto. CITY authorized personnel by mutual procedures will be granted access to recorded video images. When CITY authorized personnel by mutual procedures desire access to recorded images from SCHOOL BOARD's security video cameras as part of their responsibilities not involving an emergency, as defined in 2.04.1, they must make a request for such recorded images to SCHOOL BOARD's law enforcement unit [hereinafter referred to as "SAFE SCHOOLS"]. SAFE SCHOOLS will submit any such request to the SCHOOL BOARD's Attorney to determine any applicable restrictions or limitations that are applicable to the requested images. Such requests by CITY authorized personnel by mutual procedures may require issuance of a subpoena or an order from a court of competent jurisdiction.

2.04 Viewing of Real-Time (Live) Video Feeds and Recorded Videos/Images During an Emergency. The parties acknowledge and agree that viewing of real-time (live) video feeds from SCHOOL BOARD security cameras by CITY authorized personnel by mutual procedures during an emergency situation is not considered access to an "education record" as defined under state or federal law. The parties also acknowledge that any recorded videos/images [as contrasted to real-time (live) video feeds] may constitute an "education record" and be confidential and exempt pursuant to Sections 1002.22(2) and 1002.221(1), Fla. Stats. (2024); the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the federal regulations issued pursuant thereto. The parties further agree and acknowledge that CITY authorized personnel by mutual procedures viewing of real-time (live) video feeds and/or recorded videos/images received from SCHOOL BOARD's security video cameras will be limited to specific circumstances, described in this Agreement, which are necessary to protect the health or safety of students or individuals on or around SCHOOL BOARD property. SCHOOL BOARD will designate a person authorized to make decisions on its behalf about whether any recorded videos/images constitute an education record and whether access to real-time (live) video feeds and/or recorded videos/images will be permitted in any particular instance.

2.04.1 Emergency Circumstances Authorizing Real-Time (Live) and Recorded Video Access. CITY authorized personnel by mutual procedures will be permitted to view, through remote access,

real-time (live) video feeds during emergency circumstances as described in this Agreement. In addition, CITY authorized personnel by mutual procedures will be permitted to view, play back, fast forward and fast back images and videos recorded on SCHOOL BOARD security cameras during time periods prior to CITY authorized personnel by mutual procedures receiving information that an emergency circumstance exists when such recorded images/videos are not education records and their viewing is necessary to assist CITY authorized personnel by mutual procedures in making a response to the emergency circumstance. Emergency circumstances may include the following:

- a) When SCHOOL BOARD administration has declared an elevated threat level at a district school or facility;
- b) When CITY authorized personnel by mutual procedures has received information that a life-threatening incident exists on or immediately near the grounds of a district school or facility;
- c) When CITY authorized personnel by mutual procedures or another law enforcement agency having jurisdiction or participating under an applicable mutual aid agreement is notified of a life-threatening incident occurring on or immediately near SCHOOL BOARD grounds of a district school or facility that requires a law enforcement response;
- d) When CITY authorized personnel by mutual procedures or another fire safety agency having jurisdiction or participating under an applicable mutual aid agreement is notified of a life-threatening incident occurring on or immediately near SCHOOL BOARD grounds of a district school or facility that requires a fire safety response;
- e) When CITY authorized personnel by mutual procedures determines it is necessary in order to protect the health or safety of district school student(s), SCHOOL BOARD personnel, or other individuals on or immediately near the grounds of a district school or facility;
- f) When CITY authorized personnel by mutual procedures determines it is necessary in order to protect SCHOOL BOARD grounds of a district school or facility;
- g) For routine maintenance solely to verify operability and functionality of cameras and recording devices including the confirmation of the locations of designated cameras at a particular district school or facility; or
- h) For training of appropriate CITY authorized personnel by mutual procedures.

2.04.2 General Surveillance Prohibited. CITY authorized personnel by mutual procedures acknowledge that the limited access granted to them under this Agreement to SCHOOL BOARD's security video cameras and images/videos captured using such equipment does not authorize them to conduct general surveillance of SCHOOL BOARD grounds of a district school or facility unrelated to a specific purpose as specified in Section 2.04.1 of this Agreement.

2.04.3 SCHOOL BOARD Access to Remote Viewing Site. CITY authorized personnel by mutual procedures will permit SCHOOL BOARD's designated personnel access to the remote location at which they will be afforded real-time access to SCHOOL BOARD's security cameras and images/video recordings. Such access will only be conducted during the CITY's normal business hours and must be permitted within two (2) business days of SCHOOL BOARD's request for access, in accordance with the policies and procedures of the CITY authorized personnel by mutual procedures.

2.04.4 Limited Authority to Capture Video Screen Shots and Recorded Video Images. CITY authorized personnel by mutual procedures acknowledge that the video access authorized by this Agreement is expressly restricted to viewing real-time (live) video access and recorded images/video recordings as authorized in Section 2.04.1 of this Agreement. They further acknowledge that they shall make no recordings of real-time (live) video images or of images/videos recording using SCHOOL BOARD's security cameras except as expressly authorized within this Agreement. Notwithstanding Section 2.04.1 of this Agreement, CITY authorized personnel by mutual procedures are permitted to make screen

shots, record video, and tag video capturing the images of persons or locations of interest that appear through the real-time (live) video access feeds or images/videos recorded from such feeds to the extent necessary to assist authorized personnel by mutual procedures to respond to any of the emergency circumstances specified in Section 2.04.1 of this Agreement. However, CITY authorized personnel by mutual procedures acknowledge that they may not make any screen shots or video recordings from the cameras when those video feeds are accessed for training purposes or routine maintenance. CITY authorized personnel by mutual procedures agree that any of their personnel who makes any use of SCHOOL BOARD's security video feeds other than as permitted by this Agreement will be subject to discipline in accordance with CITY authorized personnel by mutual procedures policies and procedures.

2.05 Confidentiality of Education Records. Notwithstanding any provision to the contrary within this Agreement, to the extent that CITY authorized personnel by mutual procedures receive access to "education records" as defined by applicable state and federal law, they will:

2.05.1 fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Fla. Stats. (2024); the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.05.2 notify SCHOOL BOARD immediately by telephone at 352-671-7775 (Director, Technology and Information Services), and 352-671-6963 (Executive Director, Safety and Security), and email SafeSchoolsCoordinator@marion.k12.fl.us upon discovery of a breach of confidentiality of education records and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Fla. Stats. (2024), and fully cooperate with appropriate SCHOOL BOARD staff, including SCHOOL BOARD's Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

2.05.3 Prepare and distribute, at CITY's own cost, any and all required breach notifications, under federal and Florida law, or reimburse SCHOOL BOARD any direct costs incurred by SCHOOL BOARD for doing so, including, but not limited to, those required by Section 501.171, Fla. Stats. (2024), when CITY authorized personnel by mutual procedures have been determined to be the source of the breach; and

2.05.4 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law when CITY authorized personnel by mutual procedures have been determined to be the source of the breach; and

2.05.5 provide SCHOOL BOARD with the name and contact information of CITY authorized personnel by mutual procedures who will serve as SCHOOL BOARD's primary security contact and will be available to assist SCHOOL BOARD in resolving obligations associated with a security breach of confidentiality of education records when CITY authorized personnel by mutual procedures have been determined to be the source of the breach; and

2.05.6 securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

2.06 Ownership of Education Records. To the extent that CITY authorized personnel by mutual procedures receive any original education records from SCHOOL BOARD, SCHOOL BOARD shall be entitled to retain a record copy of such original education records and such original education records will remain the property of SCHOOL BOARD unless such records are held as evidence. If any education

record is held in evidence, CITY authorized personnel by mutual procedures will be allowed to store a digital copy of any evidence in its secured digital evidence storage program for evidence preservation purposes and SCHOOL BOARD shall be entitled to possess and retain a copy of such education record in fulfillment of its duties as a public agency to retain public records in compliance with applicable law. Upon termination of this Agreement CITY shall, at SCHOOL BOARD's request, return to SCHOOL BOARD or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SCHOOL BOARD with a written acknowledgment of said disposition.

2.07 Audit of CITY Authorized Personnel by Mutual Procedures Access to SCHOOL BOARD Security Video Images. CITY authorized personnel by mutual procedures access and use of real-time (live) video feeds and recorded images/videos from SCHOOL BOARD security cameras is subject to audit by SCHOOL BOARD. CITY authorized personnel by mutual procedures will provide SCHOOL BOARD's designated personnel with the following detailed information on a monthly basis:

2.07.1 The identity of each user authorized by CITY authorized personnel by mutual procedures to log into and gain access to SCHOOL BOARD's security video feeds and/or recorded images/videos; and

2.07.2 The identity of each CITY authorized personnel by mutual procedures user who logged into and gained access to SCHOOL BOARD's security video feeds and/or recorded images/videos over the past month; and

2.07.3 The emergency circumstances under Section 2.04.1 of this Agreement in each instance in which access was had to SCHOOL BOARD's security video feeds and/or recorded images/videos which authorized each CITY authorized personnel by mutual procedures user to have such access; and

2.07.4 The location of each district school or facility at which CITY authorized personnel by mutual procedures users accessed SCHOOL BOARD security video feeds and/or recorded images/videos; and

2.07.5 The date, time of access, and duration of access by CITY authorized personnel by mutual procedures users to SCHOOL BOARD security video feeds and/or recorded images/videos; and

2.07.6 The names of the CITY authorized personnel by mutual procedures who viewed SCHOOL BOARD security video feeds and/or recorded images/videos.

2.08 Notice. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice will remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SCHOOL BOARD: Superintendent of Schools
The School Board of Marion County, Florida
1614 E Fort King Street
Ocala, Florida 34471

With a Copy to: Chief Dennis McFatten
Safety and Security Department
1614 E Fort King Street
Ocala, Florida 34471

To CITY: Kristen Dreyer
Ocala City Council
110 SE Watula Avenue
Ocala, FL 34471

With a Copy to: Angel B. Jacobs, City Clerk
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

2.09 Public Records Compliance: The PARTIES understand the broad nature of these laws and agrees to comply with Florida's Public Record Laws relating to records retention. Public Records and Audit.

2.09.1 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this AGREEMENT shall be subject to the applicable provisions of the Florida Public Records Law [Chapter 119, Florida Statutes (2024)], and other applicable State or Federal law. The PARTIES shall comply with all requirements of Chapter 119, Florida Statutes (2024), to the extent applicable to the records and documents associated with this AGREEMENT that are in its possession or under its control. A request to inspect or copy public records relating to the AGREEMENT must be made directly to the SCHOOL BOARD.

2.09.2 The PARTIES shall retain all records relating to this AGREEMENT for a period of at least five (5) years after this AGREEMENT terminates. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes (2024). The SCHOOL BOARD, upon written reasonable notice, shall have the right to audit and inspect any records of the CITY relating to this AGREEMENT to ensure compliance with the terms and conditions of this AGREEMENT.

**IF THE CITY HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES
(2024), TO THE CITY'S DUTY TO PROVIDE PUBLIC**

RECORDS RELATING TO THE AGREEMENT, CONTACT THE SCHOOL BOARD CUSTODIAN'S OF PUBLIC RECORDS AT:

Public Relations | 1614 E. Fort King St, Ocala, FL 34471

Phone: 352-671-7555

Email: Public.Relations@Marion.K12.FL.US

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

Angel B. Jacobs, City Clerk, at 352-629-8266, ajacobs@ocalafl.org or in Person at 110 SE Watula Avenue, Ocala, Florida 34471

2.10 Indemnification. Each party will each be individually and separately liable and responsible for the actions of its respective officers, agents and employees on the performance of their respective obligations under this Agreement. Both parties will be entitled at all times to the benefits of sovereign immunity as provided in Section 768.28, Fla. Stats (2024). and common law. Nothing contained in this Agreement is to be construed as a waiver of sovereign immunity.

2.11 Equal Opportunity Provision. The parties agree that no person will be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.12 Annual Appropriation. The performance and obligations of the parties under this Agreement will be contingent upon an annual budgetary appropriation by their governing bodies, and if either party's governing body does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such party at the end of the period for which funds have been allocated. The terminating party will notify the other party at the earliest possible time before such termination. No penalty will accrue to either party in the event this provision is exercised, and neither party will not be obligated or liable for any future payments due or any damages as a result of termination under this section.

ARTICLE 3 - GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Fla. Stats. (2024). This section will survive the termination of all performance or obligations under this Agreement and will be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein is to be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 Independent Contractor. The parties to this Agreement will at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees will represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to retirement, leave benefits or any other benefits of either party's employees will exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party will be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party will provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder will preclude any other or future exercise thereof. Nothing in this section is to be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 Termination. This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement.

3.06 Compliance with Laws. Each party will comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof may be predicated upon any prior representations or agreements, whether oral or written.

3.08 Binding Effect. This Agreement will be binding upon and more to the benefit of the parties hereto and their respective successors.

3.09 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There may be no partial assignments of this Agreement.

3.10 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document will not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.11 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.12 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver will only be effective as to the specific instance for which it is obtained and will not be deemed a continuing or future waiver.

3.13 Force Majeure. Neither party will be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, flood, earthquake, explosion, wars, sabotage, accident, epidemics, pandemics, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event will a lack of funds on the part of either party be deemed Force Majeure.

3.14 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SCHOOL BOARD, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds will survive the termination of this Agreement.

3.15 SCHOOL BOARD Agreement Administration. SCHOOL BOARD has delegated authority to the Superintendent of Schools or her designee to take any actions necessary to implement and administer this Agreement.

3.16 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitute one and the same Agreement.

3.17 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 hereto have made and executed this Agreement on the date first above written.

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA

By _____
LORI CONRAD, BOARD CHAIR

By _____
DIANE V. GULLETT, Ed.D., SUPERINTENDENT

Approved as to form and legality:

By _____
JEREMY T. POWERS, ESQ.,
SCHOOL BOARD ATTORNEY

THE CITY OF OCALA, FLORIDA

ATTEST:

ANGEL B JACOBS, CITY CLERK

Approved as to form and legality:

Signed by:
By William E. Sexton
WILLIAM E. SEXTON, Esq. CITY ATTORNEY

By _____
KRISTEN DREYER
PRESIDENT, OCALA CITY COUNCIL

Certificate Of Completion

Envelope Id: D81EC34B-C735-4DB7-89B4-34F3CFCD9E59

Status: Completed

Subject: FOR LEGAL REVIEW AND SIGNATURE: School Surveillance Camera System Access (OPD 250704)

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 67.8.24.241

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

6/11/2025 7:41:48 AM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

William E. Sexton

wsexton@ocalafl.gov

Security Level: Email, Account Authentication (None)

Signature

Signed by:

4A55AB8A8ED04F3...

Timestamp

Sent: 6/11/2025 7:44:57 AM

Viewed: 6/11/2025 9:17:02 AM

Signed: 6/12/2025 12:03:16 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/11/2025 7:44:57 AM

Certified Delivered

Security Checked

6/11/2025 9:17:02 AM

Signing Complete

Security Checked

6/12/2025 12:03:16 PM

Completed

Security Checked

6/12/2025 12:03:16 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



SECOND AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES (“Second Amendment”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **SERVIAMIGOS SOLUTIONS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 82-4114729) (“Vendor”).

WHEREAS, on May 17, 2022, City and Vendor entered into an Agreement to Perform Janitorial Services (the “Original Agreement”), City of Ocala Contract Number: FAC/220400 for a term from May 1, 2022 to April 30, 2025; and

WHEREAS, on August 12, 2022, City and Vendor entered into a First Amendment to Agreement to Perform Janitorial Services (“First Amendment”) to modify the locations to be serviced; and

WHEREAS, City and Vendor now desire to further modify the locations to be serviced under the Original Agreement, and renew the Original Agreement for the first of two (2) available one-year (1-year) renewal periods available under the terms of the Original Agreement.

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **AMENDMENT TO PRICING.** Pricing and service location information in the Original Agreement, as amended, is hereby deleted and replaced, in its entirety, with the following:

| Building Name/Number of Floors | Cleaning Frequency | Building Address | SF | Monthly Cost |
|---|---------------------------|-----------------------------------|-----------|---------------------|
| Tom’s Park Restrooms One (1) Floor | Seven (7) Days/Week | 2300 NW Magnolia Avenue | 352 | \$495.00 |
| Ocala Skate Park Restrooms One (1) Floor | Seven (7) Days/Week | 500 NE 9th Street | 272 | \$475.00 |
| MLK Sportsplex Restrooms One (1) Floor | Seven (7) Days/Week | 1510 NW 4 th Street | 500 | \$595.00 |

4. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year (1-year) term beginning **MAY 1, 2025** and terminating **APRIL 30, 2026**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to one (1) additional one-year (1-year) period upon written agreement between the parties.
5. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:



If to Vendor:

Serviamigos Solutions, LLC
Attention: Andres Briceno
5101 SW 60th Street Road., Apt. 4107
Ocala, Florida 34474
Phone: 352-282-2025
E-mail: info@serviamigos.net

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
Fax: 352-690-2025
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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

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



IN WITNESS WHEREOF, the parties have executed this Second Amendment on 5/21/2025.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs

80B3574C28E54A5
Angel B. Jacobs
City Clerk

DocuSigned by:
Ken Whitehead

587F771E38874F4
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

SERVIAMIGOS SOLUTIONS, LLC

DocuSigned by:
William E. Sexton

807CFC4E8E429
William E. Sexton, Esq.
City Attorney

DocuSigned by:

0AC85BF3F014B4

By: Serviamigos Solutions, LLC
(Printed Name)

Title: Owner
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: D95D39CD-8B26-4487-8C39-E350EAF97EF

Status: Completed

Subject: SIGNATURE: Second Amendment Janitorial Services Agreement-Serviamigos Solutions, LLC (FAC/220400)

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

April Adolf

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

aadolof@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: April Adolf

Location: DocuSign

5/20/2025 8:43:25 AM

aadolof@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Serviamigos Solutions, LLC

info@serviamigos.net

Owner

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

0AC65BFE3F614B4...

Timestamp

Sent: 5/20/2025 9:31:06 AM

Viewed: 5/20/2025 9:42:03 AM

Signed: 5/21/2025 10:13:14 AM

Signature Adoption: Drawn on Device

Using IP Address: 172.226.188.131

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 8/31/2023 11:47:55 AM

ID: 2e2becbb-2087-415f-8186-b5f56fc24ac1

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

B07DCFC4E66E429...

Sent: 5/21/2025 10:13:16 AM

Viewed: 5/21/2025 10:30:47 AM

Signed: 5/21/2025 10:31:22 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

5677F71E38874F4...

Sent: 5/21/2025 10:31:23 AM

Viewed: 5/21/2025 3:52:00 PM

Signed: 5/21/2025 3:53:34 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication (None)

Signed by:

8DB3574C28E54A5...

Sent: 5/21/2025 3:53:35 PM

Viewed: 5/22/2025 8:18:05 AM

Signed: 5/22/2025 8:19:08 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 5/22/2025 8:18:05 AM

ID: 0219d59e-0811-4d80-a4a5-97bf2f52ec1b

| | | |
|---|------------------|----------------------|
| In Person Signer Events | Signature | Timestamp |
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 5/20/2025 9:31:06 AM |
| Certified Delivered | Security Checked | 5/22/2025 8:18:05 AM |
| Signing Complete | Security Checked | 5/22/2025 8:19:08 AM |
| Completed | Security Checked | 5/22/2025 8:19:08 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



FIRST AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **FIRST COAST FRANCHISING, INC. D/B/A JANIKING OF JACKSONVILLE**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-0027934) ("Vendor").

WHEREAS, on May 1, 2022, City and Vendor entered into an Agreement to perform Janitorial Services (the "Original Agreement"), City of Ocala Contract Number: FAC/220400 for a term from May 1, 2022 to April 30, 2025; and

WHEREAS, City now desires to modify the locations to be serviced under the Original Agreement as described in Exhibit B – Price Proposal; 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 Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal** and compensation payable to Vendor through the end of the initial term shall be based on same.
4. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

First Coast Franchising, Inc.
d/b/a Jani-King of Jacksonville
Attn: Keith White
5700 St. Augustine Road
Jacksonville, Florida 32207
PH: 904-346-3039
E-mail: kwhite@janikngjax.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.org



Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on
3/4/2024

ATTEST:

CITY OF OCALA

DocuSigned by:
Angel B. Jacobs
Angel B. Jacobs
City Clerk

DocuSigned by:
Ken Whitehead
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

**FIRST COAST FRANCHISING, INC.
D/B/A JANI-KING OF JACKSONVILLE**

DocuSigned by:
William Sexton
William E. Sexton, Esq.
City Attorney

DocuSigned by:
Keith White
By: Keith white
(Printed Name)
Title: Keith white
(Title of Authorized Signatory)

Amended Exhibit B - Price Proposal CONTRACT# FAC/220400

| Building Name and Number of Floors | Cleaning Frequency | Building Address | SF | Monthly Cost |
|--|---------------------------|-------------------------|-----------|---------------------|
| Lillian Bryant Park Restrooms 1 building | 7 days/week | 2200 NW 17th Place | 400 | \$234.78 |
| Heritage Park Restrooms 1 building | 7 days/week | 2005 NE 3rd Street | 400 | \$234.78 |
| Art Park Restrooms 1 building | 7 days/week | 213 NE 5th Street | 400 | \$234.78 |
| Tuscawilla Park Restrooms 1 building | 7 days/week | 701 NE Sanchez Avenue | 600 | \$234.78 |
| Fort King Street House 1 floor, 2 buildings | 1 day/week Thursday | 3925 E Fort King Street | 3,600 | \$150.00 |
| Citizen Circle Restrooms 1 floor | 5 days/week | 201 SE 3rd Street | 400 | \$245.00 |
| ORS Restrooms 2 buildings | 7 days/week | 3500 SW 67th Avenue | 1,200 | \$234.78 |
| Scott Springs Park Restrooms 1 building | 7 days/week | 2825 SW 24th Avenue | 400 | \$234.78 |
| Jervey Gantt Park Restrooms 2 buildings | 7 days/week | 2200 SE 36th Avenue | 1,000 | \$234.78 |
| Nature Park Restrooms 1 building | 7 days/week | 1600 SE 30th Avenue | 400 | \$234.78 |
| Clyatt Park Restrooms 1 building | 7 days/week | 1500 SE 17th Street | 400 | \$234.78 |
| MONTHLY TOTAL: | | | | \$2,508.02 |

Certificate Of Completion

| | |
|---|-----------------------------|
| Envelope Id: 31BF59B90AB74D8DB097B3AC2290A4ED | Status: Completed |
| Subject: FOR SIGNATURE - Amendment to Agreement to Provide Janitorial Services (FAC/220400) | |
| Source Envelope: | |
| Document Pages: 3 | Signatures: 4 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Patricia Lewis |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | 110 SE Watula Avenue |
| | City Hall, Third Floor |
| | Ocala, FL 34471 |
| | plewis@ocalafl.org |
| | IP Address: 216.255.240.104 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Patricia Lewis | Location: DocuSign |
| 3/4/2024 2:44:07 PM | plewis@ocalafl.org | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: City of Ocala - Procurement & Contracting | Location: DocuSign |

Signer Events

Keith White
 kwhite@janikingjax.com
 Keith White
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

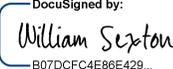
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 Signature Adoption: Pre-selected Style
 Using IP Address: 96.65.56.109

Timestamp

Sent: 3/4/2024 2:46:09 PM
 Viewed: 3/4/2024 2:49:50 PM
 Signed: 3/4/2024 2:52:48 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/4/2024 2:49:50 PM
 ID: 1343868d-f770-44d6-b2b5-3d96310f83cd

William Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 3/4/2024 2:52:49 PM
 Viewed: 3/4/2024 3:38:04 PM
 Signed: 3/4/2024 3:40:36 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ken Whitehead
 kwhitehead@ocalafl.org
 Assistant City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 5677F71E38874F4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Viewed: 3/4/2024 4:26:43 PM
 Signed: 3/4/2024 4:27:12 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 3/4/2024 4:27:13 PM
 Viewed: 3/4/2024 4:31:46 PM
 Signed: 3/4/2024 4:32:12 PM

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

Accepted: 3/4/2024 4:31:46 PM
ID: 623a4862-0d4a-454f-8f17-67b849d18261

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
|-------------------------------|---------------|------------------|
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|
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| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|
|-----------------------|------------------|------------------|

| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|
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| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|
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| | | |
|---------------------|------------------|---------------------|
| Envelope Sent | Hashed/Encrypted | 3/4/2024 2:46:09 PM |
| Certified Delivered | Security Checked | 3/4/2024 4:31:46 PM |
| Signing Complete | Security Checked | 3/4/2024 4:32:12 PM |
| Completed | Security Checked | 3/4/2024 4:32:12 PM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| Electronic Record and Signature Disclosure |
|---|
|---|

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



SECOND AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **FIRST COAST FRANCHISING, INC. D/B/A JANIKING OF JACKSONVILLE**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-0027934) ("Vendor").

WHEREAS, on May 1, 2022, City and Vendor entered into an Agreement to perform Janitorial Services (the "Original Agreement"), City of Ocala Contract Number: FAC/220400 for a term from May 1, 2022 to April 30, 2025; and

WHEREAS, on March 5, 2024, City and Vendor entered into a First Amendment to Agreement to Perform Janitorial services ("First Amendment") to modify the locations to be serviced, City of Ocala Contract No.: FAC/220400; and

WHEREAS, City now desires to further modify the locations to be serviced under the Amended Agreement as described in Exhibit B – Amended Price Proposal; 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 Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Amended Agreement as Exhibit B – Amended Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this Second Amendment as **Amended Exhibit B – Price Proposal** and compensation payable to Vendor through the end of the initial term shall be based on same.
4. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

First Coast Franchising, Inc.
d/b/a Jani-King of Jacksonville
Attn: Keith White
5700 St. Augustine Road
Jacksonville, Florida 32207
PH: 904-346-3039
E-mail: kwhite@janikingjax.com



If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This 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.

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



IN WITNESS WHEREOF, the parties have executed this Second Amendment on
3/29/2024

ATTEST:

CITY OF OCALA

DocuSigned by:
Angel B. Jacobs
Angel B. Jacobs
City Clerk

DocuSigned by:
Ken Whitehead
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

**FIRST COAST FRANCHISING, INC.
D/B/A JANI-KING OF JACKSONVILLE**

DocuSigned by:
William Sexton
B07DCFC4E86E429...
By: William Sexton
(Printed Name)

Title: City Attorney

DocuSigned by:
Keith White
D87F6580CE2E467...
By: Keith White
(Printed Name)

Title: Keith White
(Title of Authorized Signatory)

Amended Exhibit B - Amended Price Proposal**CONTRACT# FAC/220400**

| Building Name and Number of Floors | Cleaning Frequency | Building Address | SF | Monthly Cost |
|--|---------------------------|-------------------------|-----------|---------------------|
| Lillian Bryant Park Restrooms 1 building | 7 days/week | 2200 NW 17th Place | 400 | \$234.78 |
| Heritage Park Restrooms 1 building | 7 days/week | 2005 NE 3rd Street | 400 | \$234.78 |
| Art Park Restrooms 1 building | 7 days/week | 213 NE 5th Street | 400 | \$234.78 |
| Tusawilla Park Restrooms 1 building | 7 days/week | 701 NE Sanchez Avenue | 600 | \$234.78 |
| Fort King Street House 1 floor, 2 buildings | 1 day/week Thursday | 3925 E Fort King Street | 3,600 | \$150.00 |
| Citizen Circle Restrooms 1 floor | 5 days/week | 201 SE 3rd Street | 400 | \$245.00 |
| ORS Restrooms 2 buildings | 7 days/week | 3500 SW 67th Avenue | 1,200 | \$234.78 |
| Scott Springs Park Restrooms 1 building | 7 days/week | 2825 SW 24th Avenue | 400 | \$234.78 |
| Jervey Gantt Park Restrooms 2 buildings | 7 days/week | 2200 SE 36th Avenue | 1,000 | \$234.78 |
| Nature Park Restrooms 1 building | 7 days/week | 1600 SE 30th Avenue | 400 | \$234.78 |
| Clyatt Park Restrooms 1 building | 7 days/week | 1500 SE 17th Street | 400 | \$234.78 |
| Ft King Restrooms 1 building | 7 days/week | 3925 E Fort King Street | 400 | \$234.78 |
| MONTHLY TOTAL: | | | | \$2,742.80 |

Certificate Of Completion

| | |
|---|-----------------------------|
| Envelope Id: B5A3659DFC204EE8ACCF4BB05EF0E354 | Status: Completed |
| Subject: FOR SIGNATURE - Amendment 2 - Janitorial Services (FAC/220400) | |
| Source Envelope: | |
| Document Pages: 4 | Signatures: 4 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Patricia Lewis |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | 110 SE Watula Avenue |
| | City Hall, Third Floor |
| | Ocala, FL 34471 |
| | plewis@ocalafl.org |
| | IP Address: 216.255.240.104 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Patricia Lewis | Location: DocuSign |
| 3/27/2024 1:55:19 PM | plewis@ocalafl.org | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: City of Ocala - Procurement & Contracting | Location: DocuSign |

Signer Events

Keith White
 kwhite@janikingjax.com
 Keith White
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 D87F6580CE2E467...
 Signature Adoption: Pre-selected Style
 Using IP Address: 73.105.78.208

Timestamp

Sent: 3/27/2024 1:57:26 PM
 Viewed: 3/27/2024 4:45:26 PM
 Signed: 3/27/2024 4:46:02 PM

Electronic Record and Signature Disclosure:

Accepted: 3/27/2024 4:45:26 PM
 ID: da16fef6-661a-4c64-8a5d-783f42cd9dc8

William Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 3/27/2024 4:46:03 PM
 Viewed: 3/29/2024 8:42:28 AM
 Signed: 3/29/2024 8:42:36 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ken Whitehead
 kwhitehead@ocalafl.org
 Assistant City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 5677F71E38874F4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 3/29/2024 8:42:37 AM
 Viewed: 3/29/2024 10:46:57 AM
 Signed: 3/29/2024 10:47:18 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 3/29/2024 10:47:20 AM
 Viewed: 3/29/2024 10:50:30 AM
 Signed: 3/29/2024 10:50:53 AM

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

Accepted: 3/29/2024 10:50:30 AM
ID: f97f6cc6-a41a-4378-9259-1d7ebb679e21

| In Person Signer Events | Signature | Timestamp |
|--------------------------------|------------------|------------------|
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| Editor Delivery Events | Status | Timestamp |
|-------------------------------|---------------|------------------|
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| | | |
|---------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 3/27/2024 1:57:26 PM |
| Certified Delivered | Security Checked | 3/29/2024 10:50:30 AM |
| Signing Complete | Security Checked | 3/29/2024 10:50:53 AM |
| Completed | Security Checked | 3/29/2024 10:50:53 AM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
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| Electronic Record and Signature Disclosure |
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Getting paper copies

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To advise City of Ocala - Procurement & Contracting of your new email address

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



THIRD AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **FIRST COAST FRANCHISING, INC. D/B/A JANIKING OF JACKSONVILLE**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-0027934) ("Vendor").

WHEREAS, on May 1, 2022, City and Vendor entered into an Agreement to perform Janitorial Services (the "Original Agreement"), City of Ocala Contract Number: FAC/220400 for a term from May 1, 2022 to April 30, 2025; and

WHEREAS, on March 5, 2024, City and Vendor entered into a First Amendment to Agreement to Perform Janitorial Services ("First Amendment") to modify the locations to be serviced; and

WHEREAS, on March 29, 2024, City and Vendor entered into a Second Amendment to Agreement to Perform Janitorial Services ("Second Amendment") to further modify the locations to be serviced; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the first of two (2) available one-year (1-year) renewal periods available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, 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. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year (1-year) term beginning **MAY 1, 2025** and terminating **APRIL 30, 2026**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to one (1) additional one-year (1-year) period upon written agreement between the parties.
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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

First Coast Franchising, Inc.
d/b/a Jani-King of Jacksonville
Attn: Keith White
5700 St. Augustine Road
Jacksonville, Florida 32207
PH: 904-346-3039
E-mail: kwhite@janikingjax.com



If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment 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.

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



CONTRACT# FAC/220400

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 6/6/2025.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
8D83574C28E5445

Angel B. Jacobs
City Clerk

DocuSigned by:
Christopher Watt
8C8089F07385433

Christopher Watt
Chief of Staff

Approved as to form and legality:

**FIRST COAST FRANCHISING, INC.
D/B/A JANI-KING OF JACKSONVILLE**

Signed by:
William E. Sexton, Esq.
607DCFC4E86E429

William E. Sexton, Esq.
City Attorney

DocuSigned by:
Keith White
087F0580CE32467

By: Keith White
(Printed Name)

Title: Keith White
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 44B4F543-2A9E-4F0A-8196-EE6E23D52372

Status: Completed

Subject: SIGNATURE: Third Amendment Janitorial Services Agreement - First Coast Franchising, Inc.(FAC/220400)

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

April Adolf

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

aadolfl@ocalafl.gov

IP Address: 172.56.75.181

Record Tracking

Status: Original

Holder: April Adolf

Location: DocuSign

6/3/2025 3:49:09 PM

aadolfl@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Signature

Timestamp

Keith White

kwhite@janikingjax.com

Keith White

Operations Manager

Security Level: Email, Account Authentication (None)

DocuSigned by:

D87F6580CE2E467...

Sent: 6/3/2025 4:46:39 PM

Viewed: 6/3/2025 4:47:39 PM

Signed: 6/3/2025 4:48:27 PM

Signature Adoption: Pre-selected Style

Using IP Address: 2600:387:c:6e1b::4

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/3/2025 4:47:39 PM

ID: b8bd6f85-2882-4197-a559-530710bd52c3

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:

B07DCFC4E86E429...

Sent: 6/3/2025 4:48:28 PM

Viewed: 6/5/2025 2:34:09 PM

Signed: 6/5/2025 2:34:32 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Christopher Watt

cwatt@ocalafl.org

Chief of Staff

Security Level: Email, Account Authentication (None)

DocuSigned by:

8C80B9F07388433...

Sent: 6/5/2025 2:34:33 PM

Viewed: 6/6/2025 1:37:41 PM

Signed: 6/6/2025 1:37:52 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 6/6/2025 1:37:41 PM

ID: 9c3ec9ea-36c4-405a-837a-851fb45dfb4a

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication (None)

Signed by:

8DB3574C28E54A5...

Sent: 6/6/2025 1:37:53 PM

Viewed: 6/6/2025 3:32:58 PM

Signed: 6/6/2025 3:33:11 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

Accepted: 6/6/2025 3:32:58 PM
ID: 24bf39eb-80e3-4272-88a5-ab28b362a893

| In Person Signer Events | Signature | Timestamp |
|--------------------------------|------------------|------------------|
|--------------------------------|------------------|------------------|

| Editor Delivery Events | Status | Timestamp |
|-------------------------------|---------------|------------------|
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|
|---------------------------|---------------|------------------|

| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|
|-----------------------|------------------|------------------|

| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|
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| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

| | | |
|---------------------|------------------|---------------------|
| Envelope Sent | Hashed/Encrypted | 6/3/2025 4:46:39 PM |
| Certified Delivered | Security Checked | 6/6/2025 3:32:58 PM |
| Signing Complete | Security Checked | 6/6/2025 3:33:11 PM |
| Completed | Security Checked | 6/6/2025 3:33:11 PM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| Electronic Record and Signature Disclosure |
|---|
|---|

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

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