



November 15, 2017

Ms. Barbara Alfano
Region 4 Brownfields Coordinator
U.S. Environmental Protection Agency
Atlanta Federal Center
61 Forsyth Street, SW 10th FL, Atlanta GA 30303-8960
Phone (404) 562-8923

Dear Ms. Alfano:

The City of Ocala is pleased to submit the attached application to the FY 2018 US EPA Brownfields Program for a Brownfield Community-Wide Assessment Grant in the amount of \$300,000 (\$150,000 for Hazardous Substances and \$150,000 for Petroleum). This grant will provide the bridge for the redevelopment of blighted areas and the mitigation of environmental justice issues in the target area of West Ocala.

The target area for this grant application is marked by a high incidence of poverty, underutilization of lands and high rates of crime. The brownfield target area sites are proximal to residences and schools. Residents in these contiguous neighborhoods are eager for the opportunities and benefits that will result from community revitalization and economic redevelopment. The Neighborhood Citizens of Northwest Ocala (NCNWO) a grass roots community coalition is working with the City in an effort to engage residents as stakeholders in their community and promote the brownfields program.

By securing this grant, the City can send a signal to developers and brownfields stakeholders that there is support for revitalization in this promising area. Ongoing outreach efforts through the City's Brownfields Advisory Board and NCNWO have effectively communicated how the Brownfields program can bridge the financial gap of environmentally complicated properties. The City often fields calls from target area stakeholders interested in the program. The City has an existing inventory of priority sites, with access in place. Funding from this grant will affirm EPA's commitment to address the environmental justice disparities in this area and will invigorate public engagement and dialogue in its planning and development efforts.

Required Information	
a. Applicant Identification:	City of Ocala 201 SE 3 rd Street (2 nd Floor) Ocala, FL 34471 352.629.8312 Phone 352.629.8242 Fax



b. Funding Request:	i. Grant type – Assessment ii. Assessment Type – Community Wide iii. Federal Funds Requested: \$300,000 iv. Contamination: Hazardous Substances \$150,000 and Petroleum \$150,000
c. Location	City of Ocala, in Marion County, Florida
d. Property Information	N/A – not site specific
e. Contacts:	i. Project Director Melanie Gaboardi, MBA Director, Revitalization Strategies Department 201 SE 3 rd Street (2 nd Floor) Ocala, FL 34471 352.629.8312 Phone mgaboardi@ocalafl.org ii. Highest Elected Official Brent Malever, President City of Ocala City Council 110 SE Watula Avenue Ocala, FL 34471
f. Population:	i. General Population of jurisdiction 56,936 ii. N/A municipal applicant iii. Affirmation if applicable of “Persistent Poverty” >20% poverty for 30 years
g. Regional Priorities Form/ Other Factors Checklist:	Attached to Cover letter
h. Letter from State Environmental Authority:	See attached

The City of Ocala appreciates the opportunity to apply for FY 18 EPA Brownfields Community-wide Assessment Grant funding. If you have any questions, please do not hesitate to contact us.

Sincerely,

John Zobler
City Manager



Appendix 3 - Regional Priorities Form/Other Factors Checklist

Name of Applicant: **City of Ocala, Florida**

Regional Priorities Other Factor

If your proposed Brownfields Assessment project will advance the regional priority(ies) identified in Section I.F., please indicate the regional priority(ies) and the page number(s) for where the information can be found within your 15-page narrative. Only address the priority(ies) for the region in which your project is located. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal, it will not be considered during the selection process.

Regional Priority Title(s):

Region #4: Assistance to Communities That Have Limited In-House Capacity to Manage Brownfield Projects – *This regional priority includes proposed projects that provide support to communities that have limited capacity or administrative infrastructure to effectively manage brownfields programs. Proposals that include partnerships among governmental entities having shared jurisdiction over the target sites (e.g. state, regional authorities, local governments) relate to this priority.*

Page Number(s): ___N/A___

Assessment Other Factors Checklist

Please identify (with an x) which, if any, of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	Page #
<i>None of the Other Factors are applicable.</i>	
Community population is 10,000 or less.	
The jurisdiction is located within, or includes, a county experiencing “persistent poverty” where 20% or more of its population has lived in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates.	
Applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
Target brownfield sites are impacted by mine-scarred land.	
Project is primarily focusing on Phase II assessments. The City has defined clear goals and we are anticipating that a primary focus will be Phase II ESAs.	Page 3
Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion, by identifying in the proposal the amounts and contributors of resources and including documentation that ties directly to the project.	Appendix B
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

October 16, 2017

Ms. Barbara Alfano
Brownfields Program
U.S. Environmental Protection Agency
61 Forsyth Street, S.W. 10th Floor
Atlanta, GA 30303-8960
alfano.barbara@epa.gov

Dear Ms. Alfano:

The Florida Department of Environmental Protection (Department) acknowledges and supports the City of Ocala's Brownfields grant application for a Community-Wide Hazardous Substance and Petroleum or Petroleum Products Assessment Grant. The Department understands that this application has been prepared in accordance with the U.S. Environmental Protection Agency's (EPA) guidance document EPA-OLEM-OBLR-17-07, titled "Guidelines for Brownfields Assessment Grants." This letter of acknowledgement addresses the requirement for a "Letter from the State or Tribal Environmental Authority," described in SECTION IV.C.2.h. EPA Brownfields grant funding will strengthen the City of Ocala's cleanup and redevelopment efforts. This federal grant effort also supports Florida's Brownfields Redevelopment Act and the Department's role in administration of site rehabilitation of contaminated sites.

The Department encourages EPA grant recipients to use the incentives and resources available through Florida's Brownfields Redevelopment Program with EPA grant funding to enhance the success of their Brownfields project. The Department recommends that the City of Ocala consider including Brownfields sites or areas that could potentially receive federal funding in a state-designated Brownfield area. The City is also encouraged to contact Kim Rush, P.E., the Central District Brownfields Coordinator, at (407) 897-4314 to learn more about the Florida Brownfields Redevelopment Program.

Sincerely,

A handwritten signature in blue ink that reads "Carrie L. Kruchell".

Carrie L. Kruchell, P.G., Environmental Manager
Brownfields and CERCLA Administration

CLK/jc

cc:

John Zobler, City Manager, City of Ocala -- jzobler@ocalafl.org
Melanie Gaboardi, Director-Revitalization, City of Ocala -- mgaboardie@ocalafl.org
Kim Rush, P.E., FDEP Central District -- kim.rush@dep.state.fl.us



1. COMMUNITY NEED

1.a. Target Area and Brownfields

1.a.i. Community and Target Area Descriptions. This is our eighth grant application and we feel as strongly as ever about the redevelopment of our brownfield target area, West Ocala, and its need for affordable housing and accessible grocery stores. Our persistence in applying for a Brownfields Assessment Grant is based on our belief in the West Ocala community. The City of Ocala is located at the junction of five major roadways (I-75, SR40, US27, US441, and SR200) in north central Florida and encompasses some 45 square miles. From the 1930's to the 1960's US 441/301 was the primary highway connecting the northern US with Florida. This accessibility brought tourists and industry to the community, including vehicle assembly and customization, manufacturing, food production, fuel depots and distribution centers. Indelibly tied to the community is the adjacent Silver Springs Park a first-magnitude, once-pristine, world famous tourist attraction. These roads through Ocala were a haven for motels, gasoline stations and auto repair stations. Many of these stations were abandoned prior to the requirements for UST closure under USEPA regulations.

The City is home to a newly emergent downtown, several new large distribution centers (FedEx, Chewy and AutoZone) and mid-sized manufacturing. While Ocala blossomed, West Ocala "never had a chance" (Ms. Ruth Reed founder of the Neighborhood Citizens of Northwest Ocala, Inc. [NCNWO] interview October, 2017). The West Ocala neighborhood (9.51 miles²), a historically African-American community and still predominantly a minority community (African American 54.9%; Hispanic 18.4%) is bordered to the west by Interstate 75 and to the east by Pine Avenue (US441).

At night, Ms. Reed dreamed of a brighter future for her family. After leaving Kansas for Ocala in 1969, she felt opportunity in the air. As Ruth settled in to the rhythm of life in Ocala, she learned many things. Namely that despite laws in place to end segregation and discrimination, most stores in Ocala did not welcome African Americans. This message was conveyed by the treatment of African American customers who lived in West Ocala, and reinforced by the color of the building or the word "White" in the business name. Black patrons were not permitted to try on clothes. Loans of any kind were difficult to secure or non-existent. Getting hired for a job other than laborer or domestic worker was almost impossible. Because of discrimination, West Ocala remained a minority, low income community that experienced very little economic development. It did, however, experience more and more industrial development as nearby land was cheap. However, this close-knit community was impacted again and suffered from a loss of manufacturing and associated industry jobs causing the local economy to decline. West Ocala became a poverty stricken area. At the height of the decline (2007-2012), 1,831 jobs were lost in the area (<http://www.floridajobs.org>) and blight ensued. (Ruth Reed Interview, 10/27/17)

Additionally, the residents of West Ocala suffered from environmental justice issues. Ms. Reed's home was less than a block from the Royal Oak Charcoal plant (Royal Oak). Royal Oak operated every day and night without emission controls on its stacks. West Ocala woke each morning smothered in soot. Fighting soot in and around their homes was costly and never-ending. Windows open to catch cooler night air brought soot and ash inside. Ruth learned that in order to breathe and sleep at night, she and her children had to sleep with wet washcloths over their faces. Her husband did not use the cloth, and died in 2011. Ruth also learned wildlife and birds were leaving the area. Each year became quieter as fewer songbirds appeared. The silence was suffocating. (Ruth Reed Interview, 10/27/17)

West Ocala has few shopping choices for groceries. The USDA identifies West Ocala as a food desert, with limited access to fresh grocers. Food insecurity is demonstrated here by the 22.5% of African-American households and 18.5% of Hispanic households reporting they struggled against hunger in 2016, compared to the national average of 12.3% (USDA). There is only one healthcare provider in the area. Within this low-income area, 13% of residents have no access to a vehicle. Few new structures have been built in this neighborhood in recent years. In fact, 78% of West Ocala



structures were built prior to 1978, and are of poor quality, raising asbestos and lead paint concerns. Many structures are so deteriorated that demolition will be necessary.

1.a.ii. Demographic Information and Indicators of Need. In Ocala, your zip code is more important than your genetic code with respect to health and wellbeing. West Ocala is a predominately minority community (73%), as evidenced by the table below. Current demographics for the target area demonstrate the gripping and long term poverty that exists here. In the target area, 44.6% of residents live at or below federal poverty levels with nearly 60% of the children under five living below the poverty level. Median and per capita incomes are less than half of state/national averages. Lower educational attainment is both a symptom and a contributor to the plight of the target community, with nearly a quarter of adult residents failing to complete high school. Public assistance is provided to over half of the population and unemployment is epidemic, 200% higher in West Ocala.

	West Ocala	Ocala	Florida	USA
Population	15,051 ¹	56,936 ¹	20,612,439 ²	323,127,515 ²
Unemployment	20.9% ³	5.2% ³	5.7% ³	6.6% ³
Poverty Rate	44.6% ³	17.6% ²	7.0% ²	6.5% ²
Minority	75% ¹	39% ¹	24.4% ²	37.8% ²
Median HH Income	\$22,765 ³	\$35,924 ³	\$47,507 ³	\$53,889 ³
African-American	57% ¹	12.6% ²	16.1% ²	11.6% ²
Hispanic	16% ¹	12.5% ²	24.9% ²	16.7% ²
Public Assistance/SNAP	42.5% ³	21.3% ³	14.8% ³	13.2% ³
Not in Labor Force	46.5% ³	45.1% ³	40.8% ³	36.3% ³
Per Capita Income	\$11,258 ³	\$21,625 ³	\$26,289 ³	\$28,930 ³
Children under 5 Below Poverty	58.8% ³	30.6% ³	19.0% ³	18.0% ³
Female Head of Household with children Under 6	16.2% ³	19% ³	18.9% ³	19.6% ³
Less than High School Education, >25yrs	27% ¹	13.6% ¹	12.6% ²	12.6% ²
No Vehicle Available	13% ³	1.6% ²	2.8% ²	4.3% ²

¹Data from <https://ejscreen.epa.gov> for Marion County Census Tracts 15 -18 ²Data from 2016 American Community Survey 1-Year Estimates at <https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t> ³Data from the 2011-2015 American Community Survey 5-Year Estimates available on American FactFinder at https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml.

1.a.iii. Descriptions of the Brownfields. West Ocala brownfields sites consist of shuttered manufacturing facilities, abandoned gas stations, and closed commercial facilities as well as aging or abandoned hotels associated with the decline in tourism due to the poor water quality in Silver Springs. The brownfield sites are within West Ocala, adjacent to the residences, subsidized housing units and aging small single family homes in varying stages of disrepair. Crime, vagrancy and trespassing are also issues of the sites identified below. The greatest community concerns with these brownfields are (1) ensuring identification and elimination of environmental and safety issues they pose, (2) proactively communicating program activities and the health concerns in language-appropriate and meaningful ways with the City's most at-risk populations, and whose locations coincide with the greatest density of brownfield sites, and (3) facilitating reuse of these properties in alignment with the area's guiding development plans such as the Ocala 2035 Vision Plan, West Ocala Community Plan and Comprehensive Plan. A preliminary inventory of brownfield properties has been digitized in the City's Brownfield Information System (OBIS), a GIS based inventory catalogue. Key brownfield sites, with secured site access, are described below.

Site 1: The former Royal Oak manufacturing plant is a 24 acre site located in the northern West Ocala residential area. In 1994–1995 the Royal Oak facility was the largest user of process fuel in Florida (ATSDR, 2007). The facility burned wood scraps and petroleum with no air pollution control devices,



24/7, to manufacture charcoal. The facility closed in 2006 after decades of uncontrolled emissions unfairly impacting the residences of West Ocala. Royal Oak stopped nearly 50 years of operations rather than comply with Florida Department of Environmental Protection (FDEP) requirements to control air emissions. These air emissions contained gases and particulate matter consisting of volatile organic compounds (VOCs) (benzene and 1,3-butadiene), semi-volatile organic compounds (SVOCs), polynuclear aromatic hydrocarbons (PAHs), formaldehyde and metals. The ownership of Royal Oak stated, in a City meeting, that the West Ocala community was not worth the cost of installing the air emission controls. The Neighborhood Citizens of North West Ocala (NCNWO) community activism was instrumental in calling attention to the uncontrolled emissions affecting the men, women and children of the area. Ms. Reed stated that their homes were always covered with ash and West Ocala always had a lingering smoke haze above. The community was intimidated and coerced not to voice concerns about health issues from the Royal Oak plant as many in the community worked there and were told they would be fired. The airborne deposition plume of contaminants has never been evaluated and likely extends south into the heart of the West Ocala community based on wind rose information from the US National Weather Service. Adjacent to the plant is Phoenix Heights (see site 2) and across the street is an income-restricted, subsidized apartment complex. Royal Oak is in close proximity to Howard Middle School and the well-used Lillian Bryant public park. The City has access agreements to the acreage for potential purchase and redevelopment into mixed use/affordable housing.

Site 2: Phoenix Heights, constructed in 1957, is company housing built by the Royal Oak plant. Many of the 800 ft² houses are still occupied. Common in the 1950's, workforce housing was built adjacent to the factories to house employees. 1950's construction practices included the use of asbestos and lead based paint. The families of Phoenix Heights were within the air dispersion and deposition area from Royal Oak emissions. Ash, particulates and gas emissions (SVOCs, PAHs, Metals) from the facility blanketed the area. Since the residents worked at the Royal Oak facility, they were also targeted for intimidation, threatened with losing their home if they complained about the emissions. Airborne emissions ceased with the plant closure, but the dispersion of contaminants onto the surrounding area is a high concern. The city has access agreements to the Phoenix Heights area with plans to redevelop the area with affordable housing.

Site 3: Abandoned hotel and service station parcel totaling nearly 9 acres is located at SR40/I-75 interchange. The hotel and gas station closed in 2009 and 104 jobs were lost. The impacts from petroleum use and automotive repair services require evaluation due to the potential for asbestos in the buildings, benzene, ethylbenzene, toluene and xylene (BETX) and PAHs in the soil and groundwater. Leaking USTs are an extreme concern as the area is on limestone aquifers that comprise the Floridan Aquifer. These and other sites along two I-75 interchanges located in the target area (US-27 at the northern extent and State Route 40 at the southern extent) include a number of abandoned gas stations, auto repair facilities and miscellaneous commercial buildings. Crime, vagrancy, and trespassing have been issues at these sites due to the proximity to blighted properties and I-75. I-75 is a major travel route for drugs and human trafficking. Redeveloping these areas will curtail those activities. The City has secured site access for the abandoned hotel and service station. The City is encouraging redevelopment as a hotel/conference center due to its ideal location at the I-75 interchange and infrastructure is already in place. The above sites were selected for rapid development, therefore we are anticipating that the primary focus of this grant will be Phase II assessments.

1.b. Welfare, Environmental, and Public Health Impacts

1.b.i. Welfare Impacts. As evidenced by the demographics data presented in 1.a.ii above, the targeted area of West Ocala is challenged by gripping poverty and extreme unemployment. Identified and unidentified brownfield sites have played a significant role in these challenges and have negatively impacted the welfare of residents through job losses, high residential vacancy rates, increased crime, and perhaps most significantly, blight and disinvestment, facilitated by a perceived and real risk of



contaminated properties. As the local businesses that provided employment at living wages shut their doors, many residents left West Ocala, leaving behind those without the means to relocate. Without a viable local population, blight took hold, goods and services, such as healthy foods and healthcare, became inaccessible to many West Ocala residents (13% do not have access to a vehicle). Limited access to healthy foods (through the absence of grocery stores) has always been a significant issue within West Ocala and the community is identified by USDA as a food desert. The target area's lack of access to health care and residents' inability to afford it, is documented by data from the US Health Resource and Services Administration (HRSA). The community is designated as Medically Underserved Areas/Population (MUA/P) by HRSA based upon its lack of health care providers (primary care, mental health, and dental), high infant mortality rates, and high poverty rates. **West Ocala ranks as underserved in every category of medical service provision AND by every qualifier that HRSA measures.** Brownfields in the target community, and the resulting blight, perpetuate social and environmental justice concerns.

Brownfield sites also cause a direct health exposure risk and safety concern within the community. Children are drawn to explore and play in and around the abandoned facilities. The homeless and transient, common along the I-75 corridor, are known to seek shelter in the abandoned buildings. In this way, West Ocala brownfields have provided an unwanted haven for illicit activities. Arson, vagrancy, illegal drugs, prostitution and vandalism are all issues at the brownfield sites in the target area. According to City police data for 2015, crime within West Ocala accounts for a third of all crime in the City, while the target area represents approximately 25 percent of the City's population. While the City has worked tirelessly to secure brownfield sites, vagrancy and trespassing by the homeless are very real issues within West Ocala. This presents tremendous risk to public health and safety, not just from potential exposure from contaminants known or believed to be present, but also due to the dilapidated conditions of the structures involved. The combination of these impacts have negatively contributed to the general public welfare of West Ocala residents.

1.b.ii. Cumulative Environmental Issues. The residents and school children of West Ocala are subject to a number of cumulative environmental issues. Development has been hindered due to VOCs, nitrous oxides, sulfur dioxides, PAHs, and particulate matter from sources such as the former Royal Oak factory, major highways (I-75, SR40, SR200 and US441), an asphalt batching plant, and multiple rail lines located in or adjacent to the target area. The target area is also affected by an extensive communitywide list of former dry cleaners and a significant number of historic gas stations that appear to not have been closed in accordance with environmental requirements (FDEP). Many residences in West Ocala are served by well water and issues with leaking USTs and the porous nature of the limestone are a concern. Ambient contamination is pervasive from abandoned manufacturing facilities including small auto repair facilities which operated for years prior to regulatory oversight. Discarded tires in the Target Area provide a breeding ground and enable the spread of the Zika virus. The virus is an incredible risk to sensitive populations within the target area, as in-utero complications from the illness are severe, and may appear months after a birth. Storm water runoff from the brownfield areas is contained within retention throughout the target area. The target area is particularly susceptible to environmental impacts of the runoff, as the porous limestone of Floridan Aquifer is just below the surface. This aquifer holds the water supply for all of Florida. Any surface pollutants eventually find their way into that supply. The West Ocala area is located within the Silver Springs springshed, which is an ecologically sensitive receptor to runoff from the brownfields in the area. Silver Springs once supported the local economy with six to seven thousand tourists per day visiting the attraction. Groundwater impacts have deteriorated Silver Springs so much that in 2013 it was taken over by the Florida Park Service for restoration.

Brownfields assessments will give developers an understanding that environmental impacts are present and inform risk management decisions for redevelopment based on cleanup alternatives. Ocala



has a strong desire to address the cumulative issues associated with decades of uncontrolled environmental concerns and the related reluctance for development and a downward spiraling of the community with respect to new investments that bring shopping and other opportunities. The environmental justice legacy and other practices have led to disinvestment, population decline, and migration of commercial activities.

1.b.iii. Cumulative Public Health Impacts. A driving force for awareness of public health impacts in West Ocala is the community based NCNWO organization, organized to fight pollution affecting their community from the Royal Oak site. Frustrated by little or no response from State officials, NCNWO organized 11 other community groups to actively campaign for environmental justice in their minority neighborhood. As mentioned earlier, Royal Oak paid little heed to living conditions in the area, and ignored and tried to intimidate the local groups. As a Royal Oak representative said at a public meeting, “This community is not worth the cost of clean air.” (Ruth Reed Interview, 10/27/17). Royal Oak refused to install emission controls and had lied to the FDEP about having controls in place. In 2007, on its own, the NCNWO secured a Florida Department of Health (FDH) Community Health Advisory Board (CEHAB) grant to conduct soil sampling and perform a neighborhood health survey. Exposure of contaminants through air, soil and groundwater is a very real danger, particularly since private, unsecured wells are still common in West Ocala. It may also be argued that cumulative Public Health impacts are not solely related to the measurement of chemicals, metals and arsenic. There are intangibles, such as what people believe about themselves. When continuously told they aren’t worth anything, continuously discriminated against, and when development continuously occurs around their neighborhood but not in it, people really believe they aren’t worth anything. No matter how hard Ruth Reed tried, she couldn’t overcome outside influence on her students.

Historic Use	Associated Contaminants	Resulting Human Health Impacts
Charcoal Manufacturing	VOCs, PAHs, metals, wastewater, arsenic	Asbestos – Increased rates of lung cancer, other lung diseases, cancer of the throat, larynx, stomach, colon and rectum.
Manufacturing	Asbestos, mercury, cyanides, PCBs, acid, metals, pesticides, VOCs, SVOCs	Arsenic – cancer in skin, lungs, bladder and kidney. Can cause damage to chromosomes. Mercury – toxic effects on the nervous, digestive and immune systems and lungs, kidneys, skin and eyes.
Former Service Stations	Fuels, oils, VOCs, PAHs, TRPH, metals	PCBs – highly toxic and can cause reproductive and developmental problems, damage the immune system, interfere with hormones and also cause cancer. Lead – attacks the nervous system leading to reduced intelligence and behavioral and learning difficulties, children and developing fetus are at highest risk; death.
Older Housing	Fuels, oils, VOCs, PAHs pesticides, asbestos, lead paint, metals	VOCs/SVOCs/PAHs – irritation to eyes, nose and throat; headaches, nausea and problems to the nervous system; cancer. Pesticides – cancer (leukemia, non-Hodgkin’s lymphoma, brain), problems with the nervous and reproductive system, liver, asthma.

While the full impact of brownfields within West Ocala is unknown, health statistics for Marion County indicate the prevalence of certain illness and sensitivities that are both associated and exacerbated by exposure to environmental contaminants. The risk of exposure to residents is dramatically increased via proximity to the contaminant. Facilities such as Royal Oak have a devastating effect on communities even after emissions have ceased. Air dispersion of particulates from burned petroleum will impact the soil of the area. A statewide comparative assessment of health risks revealed that Marion County experiences significantly higher rates of lung, colorectal, prostate and breast cancers than the state and national averages (Source: <http://wellflorida.org/data-reports/marion-county-data>). Additionally, the county’s ranking of 49 in health outcomes positions it at the bottom 20% of all Florida counties. Asthma rates in the County are 12.8%, compared to 8.3% statewide, and 8.4% nationwide



(www.floridacharts.com). Chronic respiratory disease incidence rates are also higher than state rates (52.7 as compared to 39.9). What's more, current research by the Florida Department of Health indicates that asthma rates are highest for impoverished households – a sad reality for nearly 50% of the West Ocala population (<http://www.floridahealth.gov/diseases-and-conditions/asthma/documents/asthma-burden2013.pdf>). Low birth rate and babies born with little to no pre-natal care are much more common in West Ocala. Known health effects associated with the contaminants of concern identified in Section 1.b.iii include: Cancer, Respiratory Effects, Nervous System Damage, Organ Failure/Damage (Liver, Kidney), Blood Disorders, and Skin Irritations/Conditions (*Agency for Toxic Substances & Disease Registry*).

Marion County Health Data (Source - <http://wellflorida.org/data-reports/marion-county-data>)

Health Indicator	Marion County	Florida
Heart Disease (Age-adjusted Death Rate)	195.0	153.6
Cancer (Age-adjusted Death Rate)	174.2	156.1
Chronic Lower Respiratory Disease	52.7	39.9
Teen Birth Rate	16.0	9.5
Low Birthweight (%)	8.7	8.6
Late or No Prenatal Care (%)	7.9	4.8
Infant Death Rate	8.2	6.1

Increased exposure due to proximity to these uncontrolled and contaminated sites puts the Target Area's sensitive populations (low-income, minorities, children and the elderly) at higher risk of detrimental health effects. These populations are even more susceptible to the effects

of contaminants due to poor nutrition and decreased access to healthcare resulting from economic disadvantage. The migration of contaminants from brownfields via storm water and groundwater also poses a threat to the City's water resources.

An Assessment Grant will enable the City to address environmental justice issues that accompany brownfield sites, including environmental literacy, access to fresh food grocers and healthcare providers, and enhanced employment opportunities. West Ocala will directly benefit from determining the extent of brownfields contamination, devising ways to control contaminant migration, and improving the health of residents, as well as the quality of its natural resources.

1.c. Financial Need

1.c.i. Economic Conditions. Driving through West Ocala, one sees old homes; some dilapidated, some well-maintained. One wonders how the neighborhood survives. Where is the grocer, the bank, the pharmacy, the doctor's office? Then one notices the smaller buildings - old somethings that became something else but are now boarded up. This is West Ocala; "It never had a chance" (Ruth Reed Interview, 10/27/17). The City is determined to change that and it is at the exhaustion of locally available funds that the City requests EPA's assistance to promote revitalization efforts in West Ocala; to develop affordable housing that will provide homes for new growth in Ocala. The City has employed various revitalization incentive programs in the West Ocala Target Area, such as an Enterprise Zone and an Urban Job Tax Credit Area. While the Enterprise Zone program saw success, the program was eliminated by the State of Florida on December 31, 2015.

Like the rest of the nation, Ocala was heavily hit by recession. Central Florida had the 2nd highest foreclosure rates in the nation. The City suffered severe job losses in its construction related industries, vehicle assembly and customization businesses, job losses that directly affected West Ocala. Between 2007 and 2012, West Ocala lost 1,831 of these jobs, equating to 42.2% of its workforce (<http://www.floridajobs.org>). Unemployment in the City hit a peak of 14.1% in January, 2010 (www.bls.gov). It was truly a desperate situation for many families.

The City's budget declined over \$43,737,917 (11%) (2010-2015) despite a recovering economy, forcing the use of reserve funds. This year shows a 21% increase in the budget, but much of these funds are needed to replenish reserves. The City is capitalizing all available local funds to counteract these forces and has used state programs to maximize leveraged local dollars. The City has developed Tax Increment Financing incentives by adopting a West Ocala Community Redevelopment Area (CRA).



Statutorily enabled by the Florida Redevelopment Act (Chapter 365, F.S.), TIF funds collect the increment of increased value over a set period and capture tax revenues to be used solely within the prescribed redevelopment area. This fund will provide an excellent pool of funds to supplement brownfield redevelopment efforts, however the process will take time. EPA funding would provide an immediate path forward and an opportunity to capitalize on current growth.

1.c.ii. Economic Effects of Brownfields. In West Ocala, brownfields are both a product of, and contributor to, economic decline. The closing of Royal Oak, though vital for community health, caused economic hardship as scores lost their job and home. The property lies idle, soil and groundwater impacts unknown in both manufacturing and residential areas. Ruth Reed's dream of a better life for her family has moved forward a step, but the walk is not finished. Vacant and underutilized commercial properties, deteriorating housing stock and numerous poorly maintained properties include many sites that are contaminated or perceived to be contaminated. This deters investment and contributes to an overall atmosphere of blight and fear. The community becomes depressed, both in economic value and spirit. Incomes and property values declined with job loss and plant closures, while unemployment, poverty and crime have risen. Due to their economic circumstances, most residents do not possess the mobility or tools needed to elevate and insulate themselves from combined effects of economic depression and poor environmental and health conditions.

Crime rates in West Ocala are a byproduct of blight, disinvestment and poverty associated with brownfields, leading to the loss of economic opportunity. Current conditions have resulted in a disproportionate gap in minority-resident incomes, increased poverty, elevated costs to provide fire and police services, reduced tax revenues and a strained municipal budget. These economic conditions drain local resources, leaving little left to address brownfields.

2. PROJECT DESCRIPTION AND FEASIBILITY OF SUCCESS

2.a. Project Description, Redevelopment Strategy, and Timing and Implementation

2.a.i. Project Description and Alignment with Revitalization Plans. This project seeks to direct revitalization to the most economically disadvantaged portion of Ocala, West Ocala, and generate interest in ideally located properties overlooked due to racial and environmental stigmas. The City has identified projects that align with brownfields support: (1) affordable housing and access to grocery stores in the heart of West Ocala (a) develop Royal Oak as mixed use retail and affordable housing, (b) develop Phoenix Heights as affordable housing; (2) economic drivers, these will be the development of jobs along the I-75 Interchange and main road corridors. (a) Attract new hotels for travelers, tourists (Silver Springs) and business travel to the new distribution centers, attract business ancillary to FedEx, Chewy and Auto Zone distribution centers and develop local hiring. We are committed to build on these successes to lift up West Ocala, as this community has suffered from substantial and long-term unemployment and underutilization due to segregationist issues as well as environmental issues. Development of the three brownfield sites will directly impact West Ocala through creation of jobs and affordable housing. Affordable housing development areas will capitalize on sustainable development practices to create greenspace by capping areas of contaminated soil, if present. The housing will be both greener and healthier than existing housing, providing walkable distances to employment. This project will include Phase I and Phase II assessments of the key sites described in this application, as well as any necessary Analysis of Brownfield Cleanup Alternative plans (ABCAs) in order to prepare the sites for redevelopment. The City is committed to redevelopment and will continue to plan and prepare for any needed cleanup prior to redevelopment.

In 2010, the City started a multi-year process to develop a vision plan that will guide the community for the next twenty-five years. **The resulting Ocala 2035 Vision Plan identified the need for redevelopment in West Ocala.** The West Ocala Community Plan was adopted in 2011, as a community driven, collective effort of community residents, businesses and City staff. In 2015, the **West Ocala Community Redevelopment Area (CRA)** was created, offering the advantage of tax



increment financing as a redevelopment tool and source of funds to benefit the target area. In 2013, the City revised its Future Land Use map, reducing the number of land use categories from 17 to 6 in order to better accommodate adaptive reuse of properties. The City is also developing a **Form Based Code (FBC)** as a means of regulating development to achieve a specific urban form by creating a predictable public and private physical realm with a lesser focus on land use. The proposed Interchange projects will benefit from existing infrastructure that is in place including transportation, water and wastewater, drainage, fire and police protection. The Interchange area will improve environmental conditions by having new development connect to city sewer whereas the past abandoned hotel had a treatment system that discharged to surface water. The affordable housing/mixed use developments will benefit from existing infrastructure (Splash Pad Water Park), especially public transportation (low access to personal transportation mentioned earlier) and the proximity of the housing to the employment availability at the distribution centers. Based on community input the overwhelming identified need in the West Ocala area is the need for affordable housing and grocery stores. The assessment and cleanup of brownfields within West Ocala will further the goals and priorities of these plans and programs. **These projects support redevelopment strategies that incorporate equitable development (benefiting ALL Ocala residents), and sustainable practice/livability principles.**

2.a.ii. Redevelopment Strategy. In October, 2017, the City adopted a resolution to expand the CRA and Brownfields area based on input from the West Ocala community. This expansion included the Phoenix Heights and Royal Oak areas. These sites have been identified and prioritized through community engagement over the last six years, with the goal of expanding brownfield redevelopment in the target area, an environmental justice community. These sites are the most development ready brownfield properties to capitalize on current growth and development interest opportunities. A new FedEx regional distribution hub opened in August 2016, an AutoZone distribution center is nearly completed and a Chewy distribution center is under construction. These facilities are approximately one mile north of the target area. They offer good jobs and stable incomes, however, acceptable local affordable housing is needed to replace the blighted housing that remains in the area. The redevelopment of the Royal Oak site, associated Phoenix Heights (Sites 1 and 2) and the hotel area on the I-75 Corridor (Site 3), are the focus points of our target area. These are environmental justice areas (Royal Oak) and blighted areas which we feel have the highest potential for rapid redevelopment. Ocala understands the changing dynamic of its growth and through community input has identified needs. The need for affordable housing and the re-use of land associated with Royal Oak and Phoenix Heights is equitable and sustainable. Affordable housing has been a community wide goal and is part of the Ocala 2035 Vision.

Royal Oak and Phoenix Heights, known for actual and perceived contamination, are located within the Medium Intensity land use category, with public transit lines and schools nearby. The ideal development scenario would be a Main Street affordable housing/mixed use concept with retail uses on first floors of buildings and office or residential uses on upper floors. The pedestrian realm would be comfortably walkable, with public gathering spaces sprinkled throughout.

The abandoned hotel/gas station structures have been demolished, making them “shovel ready” for development. These sites, located on I-75, are extremely desirable. Interstate-75 is one of the most traveled Interstates in America. The location would make it suitable for a mixed use retail and office center, or a modern conference hotel. Such uses would add employment opportunities in West Ocala and enhance the attractiveness to the entire City. As Silver Springs becomes restored by the State Park Service, tourism will rebound and these interchange areas will lead the way as visitors’ first opportunity to view Ocala.

2.a.iii. Timing and Implementation. Key activities for the proposed project are outlined below to demonstrate the City’s capacity to expend all grant funding within the three year project period. Additionally, we have identified the responsible person(s) for implementing and completing each of



the project activities. **(a) Contractor procurement.** The City will prepare a contractor RFQ in early 2018 prior to notification of grant awards. Because the City's RFQ process typically takes 30 days, the City has elected to advance these efforts and save project period time. Contractor procurement will be completed in full compliance with state and federal guidelines, 2 C.F.R. 200 and EPA's rule at 2 C.F.R. 1500. The City's Director of Procurement, Tiffany Kimball, will direct the RFQ process. Procurement staff will score and rank each RFQ within the outlined criteria and submit recommendations to the City Council for approval. **(b) Site inventory, identification, and prioritization/selection process.** West Ocala and City staff have initiated site selection input from the community since the inception of the CRA. The Brownfields Advisory Committee and related visioning and planning meetings have helped define needs and desires of the community. Sites have been, and will be, evaluated within the context of location, viability for investment of both public and private partnership money, net overall positive impact on the community, and willingness for community/property owner buy-in. Ocala understands that there are properties within West Ocala that may pose severe environmental issues but our long-term goal is successful redevelopment and revitalization. The site selection and prioritization process considered the ability of sites to meet EPA Eligibility Criteria, allow for Site Access, exhibited potential for timely progress, and projects that provided for economic development (Job Creation & Taxable returns), Community Development (Affordable Housing, Social Needs, Health Care), Open Space/Green Space, inclusion of Green Infrastructure (Habitat Restoration, Storm water Enhancements and Watershed Protection), inclusion of Sustainable Development & Smart Growth (Renewable Energy, LEED Development, Mixed-Use Development, Transportation Oriented Development and sites that represented Community Driven Projects (NCNWO and other Community Based Organizations) within this Environmental Justice Community. **(c) Site access.** In order to maximize the three-year time frame of the grant period, the Brownfields Advisory Committee has solicited access to several sites as part of its preliminary site selection process. The City has confirmed access to Royal Oak and Phoenix Heights, as well as multiple I-75 corridor properties. This will allow for assessment work to begin immediately after award and completion of work plans. While initial sites are assessed, the City will continue to solicit site access for other prioritized properties that are privately owned. To facilitate access, property owners will be provided information on the benefits of participation in the assessment program. The benefits described will include the FDEP Brownfields Voluntary Cleanup Tax Credit program. Stakeholders will be individually invited to community/public meetings, such as a Brownfields Breakfast in which community developers are the target audience.

2.b. Task Descriptions and Budget Table

2.b.i. Task Descriptions

TASK 1 – Assessment. Contractual support to conduct Environmental Site Assessment activities (ESAs) at selected sites: 14 ASTM-AAI compliant Phase I's @ \$3,500 each for a total of \$49,000; 1 Generic Quality Assurance Plan (QAPP) @ \$6,000, 6 Site-Specific QAPPs @ \$3,500 each for a total of \$21,000; 6 Phase II's @ an estimated cost of \$26,000 each for a total of \$156,000. Assessment total: **\$232,000** (\$116,000 petroleum/\$116,000 hazardous substances). Cost estimates are based on cost basis research conducted in preparation for this proposal. Phase II ESA cost may range between \$25,000 and \$30,000, due to the size and complexity of a site and suspected contaminants. Phase I and Phase II funds may be used for Asbestos and Lead Based Paint surveys.

TASK 2 – Remediation/Reuse Planning. Develop site appropriate remediation plans to reduce exposure and environmental risk or conduct reuse planning with consideration of community vision & goals. The Analysis of Brownfield Cleanup Alternatives (ABCAs) may serve as a framework for a remedial action plan (which is required by FDEP for site cleanup) or may provide contaminated media management options or risk management for continuing obligations. Reuse planning will include the evaluation of the property with respect to its best potential use for the area. For example, this a key component to identifying the best location for a grocery store. Four (4) ABCAs and Reuse Planning



activities @ \$6,500 in contractual support for a total of **\$26,000** (\$13,000 petroleum/\$13,000 hazardous substances).

TASK 3 – Outreach. Our Outreach will strengthen our close community relationships. We will prepare a Community Involvement Plan (CIP) (\$5,500, contractual) that will engage community partners and outline outreach activities, schedule, project background, and goals. \$11,000 is budgeted for contractual project support for hosting community wide meetings, focus groups, charrettes and visioning sessions (5 planned @ \$2,200 each) to disseminate information/comments to/from community and stakeholders. Printing costs @ \$1,500 will be used for promotional brochures and yard signs. A total of **\$18,000** is budgeted for this task. (\$9,000 hazardous substances/\$9,000 petroleum)

TASK 4 – Programmatic Support. City staff will oversee grant implementation and administration and will secure contractual support to ensure compliance with the EPA cooperative agreement work plan, schedule, and terms and conditions. Time and effort of City staff will be considered in-kind leveraged services. Contractual personnel will complete EPA quarterly reports, MBE/WBE forms, & EPA ACRES database and other programmatic actions. The City will provide oversight and review of the programmatic grant elements. City costs of \$5,000 in travel funds is budgeted for two staff members to attend national/regional brownfields-related training conferences/workshops. A total of \$19,000 is budgeted for contractual program support, for a total of **\$24,000**. The City will consider time/efforts of its employees as in-kind leveraged resources.

2.b.ii. Budget Table

Hazardous Substances					
	Phase I / II Assessments	ABCA / Reuse Planning	Outreach	Programmatic Support	Total
Personnel	0	0	0	0	0
Travel	0	0	0	\$2,500	\$2,500
Supplies	0	0	\$750	0	\$750
Contractual	\$116,000	\$13,000	\$8,250	\$9,500	\$146,750
Total	\$116,000	\$13,000	\$9,000	\$12,000	\$150,000
Petroleum Products					
	Phase I/II Assessments	ABCA / Reuse Planning	Outreach	Programmatic Support	Total
Personnel	0	0	0	0	0
Travel	0	0	0	\$2,500	\$2,500
Supplies	0	0	\$750	0	\$750
Contractual	\$116,000	\$13,000	\$8,250	\$9,500	\$146,750
Total	\$116,000	\$13,000	\$9,000	\$12,000	\$150,000
Grand Total	\$232,000	\$26,000	\$18,000	\$24,000	\$300,000

2.c. Ability to Leverage. Human and financial capital in the form of in-kind services, grants, loans, tax credits, and private investment are equally valuable in making a project economically feasible by paying for environmental assessments, remediation, hazardous materials assessment and abatement, demolition, site preparation, and infrastructure upgrades. The City realizes it can leverage the FedEx, Chewy and Auto Zone distribution centers for many associated types of industries, however, the City must have a workforce and affordable housing for a workforce. The City has qualified staff to effectively manage and support brownfield redevelopment as demonstrated through its many years of proven success, particularly in the arena of leveraging city, state, private and local resources. Assessment Grant funds will provide needed stimuli to move West Ocala's brownfield redevelopment program forward, promoting economic growth as directed by the West Ocala Community Plan.

The following existing local, state and federal resources complement the requested assessment funds in stimulating the revitalization of West Ocala: A **St. Johns River Water Management District**



(**SJRWMD**) **grant** awarded in 2015 to assist the City in connecting residents to public water and sewer facilities from private wells and septic systems. By the end of 2017, 925 septic systems and 172 private wells will have been taken offline in the city, with 40% of these in West Ocala. Another **SJRWMD grant** was awarded in October 2017 to construct a Water Recharge Park at the Pine Oaks Golf Club, just north of the former Royal Oak facility. This will allow the City to eliminate a grey water spray field and replace it with a surface water park system designed to use the natural environment to further clean the water. Locally funded **West Ocala Business Improvement Program Grants** in the amount of \$150,000 over 3 years were provided to West Ocala businesses to improve exterior facades. Significant **CDBG grant funds** have been expended in West Ocala. In 2016, \$699,156 was spent in the targeted community in direct service to 40 households (housing preservation 90%; weatherization 6% and purchase assistance 4%). To improve recreational opportunities within the target area, the City added a **Splash Pad at Lillian Bryant Park**, leveraging **\$390,000 in General Revenue City funds**. The City has invested over \$94,000 in the past 6 years to purchase several of the Phoenix Heights residential parcels and demolish existing structures in preparation for redevelopment.

In addition to the local sources of funding identified above, the City will encourage the leveraging of Florida DEP incentives which include **Voluntary Cleanup Tax Credit Program** (up to 50% tax credits for cleanup and assessment); **Brownfields Building Materials Sales Tax Refund** (refund of sales tax for overall affordable housing/redevelopment projects); **Brownfields Job Bonus Refund** (\$2500 tax refund/each new job created); **Brownfields Loan Guarantee Program** (up to 50% loan guarantee for brownfields projects-75% for projects with affordable housing component or health care); and Brownfields Liability Protections. These state incentives are intended to encourage redevelopment of environmentally stigmatized properties, make redevelopment feasible, and result in positive financial impact on many redevelopment projects. These incentives have been successful in encouraging Brownfields cleanup and redevelopment throughout the State. The City's ability to leverage funding is further demonstrated by its success in completing the redevelopment initiatives in the City's Downtown Community Redevelopment Area (CRA). Initiatives in the Downtown CRA have yielded a property value increase of approximately \$49M between 2005 and 2015.

3. COMMUNITY ENGAGEMENT AND PARTNERSHIPS

a. Engaging the Community

i. Community Involvement Plan. Ocala benefits from an engaged community that provides public input and participates in the governmental process. Ruth Reed has been a stalwart champion and regular attendee at extensive discussion meetings, making recommendations for brownfield redevelopment. These recommendations are included in the Ocala 2035 Vision Plan and West Ocala Community Plan. The City will continue its tradition of seeking meaningful input from all members of the target community in its brownfield program and will leverage the resources of its project partners (see section 3.c.) to encourage involvement and outreach/education. The City and its eleven member Brownfields Advisory Committee (BAC), made up of concerned citizens, professionals and business owners recruited by means of their engagement in current civil and business organizations will lead these efforts. Several members of the BAC are also members of the West Ocala community. The committee will be integral with site selection, reuse planning and overall redevelopment activities. Additionally, many of the BAC are also members of the CRA, bringing a strong redevelopment mindset to the group. The longstanding West Ocala community activism brought by BAC member Ruth Reed, director of the NCNWO, will be a lynchpin in garnering engagement from the community. As stated earlier the NCNWO counts the leaders of 11 other strong West Ocala community based groups as its members.

The City will prepare a formal Community Involvement Plan (CIP) as a first step in the execution of the proposed project. This plan will rely on input from the NCNWO and will outline planned community engagement activities, a programming schedule and key players. The CIP for this project will be compatible with and build on ongoing public involvement in implementing the West Ocala



Community Plan. As highlighted in Section 3.a.ii below, the City has established a series of strategies and methods to effect its engagement goals based upon observations/experience of what has worked best and the challenges to expect within the West Ocala target community. The City's goals for its community involvement efforts are to: give the public accessible, accurate, timely and understandable information; ensure adequate time and opportunity for the community to provide informed and meaningful participation and for that input to be considered; reflect community concerns, questions and information needs in program activities and decisions, and respect and fully consider public input throughout the process.

3.a.ii. Communicating Progress. Public participation is critical in assuring successful implementation of the brownfields program. The proposed communications strategy is multifaceted, involving property postings/community notification signage, announcements, brochures, public meetings and presentations to community organizations (NCNWO and affiliated civic clubs, neighborhood improvement organizations, business associations, with individuals/groups of stakeholders). Community service announcements will be made on the City's website, local public radio stations and neighborhood newspapers, such as the *Ocala Star Banner* and local online news outlet, *Ocala Post* (<http://www.ocalapost.com/>). **Website and brownfields links have already been implemented to communicate with the public and seek input on identifying brownfield sites.** The grant Work Plan and final budget will be posted on the City website and hard copies will be available at City Hall and the Public Library to ensure access for those without computer/internet technology or experience. Document availability and the solicitation of comments will be announced to the public via the City's website, the media outlets discussed above, and notifications to key community groups identified in Section 3.b. Comments regarding the proposed project and allocation of grant funds will be accepted verbally, via electronic communication (including through Facebook and LinkedIn pages), in writing, and will be publicly discussed during public meetings. The City will partner with the NCNWO to conduct community meetings and disseminate information. Input will be sought on assessment and cleanup site selection, cleanup alternatives, and reuse planning. Community meetings (5) and presentation of project information with organizations and interest groups will be offered throughout grant implementation. The City will provide bilingual printed materials (English/Spanish) and will utilize bilingual staff for translation to the growing Hispanic population within West Ocala.

3.b. Partnerships with Government Agencies

3.b.i. Local/State/Tribal Environmental Authority. The City has an existing relationship with and will coordinate with the FDEP, both the central office in Tallahassee and the District Office. FDEP has been an important and trusted partner in the City's previous brownfield projects. The agency has assisted the City in the past in designating brownfields areas, approving specific brownfields sites for liability protection, and in providing multiple tax incentives intended to encourage redevelopment of environmentally stigmatized properties. FDEP will assist in review and approval of petroleum site eligibility and will provide technical assistance as needed. Developers who plan to conduct cleanup activities will be directed to FDEP's brownfields voluntary cleanup program which will identify cleanup standards and other requirements and will oversee cleanup activities. The City will also coordinate with FDEP, as it has in the past, to access the FDEP CERCLA 128(a) Site Specific Activities assistance, including limited source removal.

3.b.ii. Other Governmental Partnerships. Other governmental partners include: HUD, which has active CDBG, HOME and SHIP funds currently at work to provide safe, quality and affordable housing in West Ocala; the Florida Department of Health (FDOH); the Florida DOT which has a major new interchange planned for I-75 approximately 1.5 miles north of the West Ocala Target area; the St. Johns River Water Management District, which is providing \$5M in grant funds to take substandard well/septic systems off line and another \$4M to construct a water recharge park; the Marion County Health Department provides immunization services and lead screening for all Marion County residents;



and the City's Code Enforcement and Planning Boards, which assist with the enforcement of property maintenance, safety codes and updating zoning and land use codes.

3.c. Partnerships with Community Organizations

i. Community Organization Description & Role

Community Based Organization	Description	Contact information	Role
Neighborhood Citizens of Northwest Ocala	Community Based Environmental Group	Ms. Ruth Reed	Community Outreach, Site Selection, Advocacy
Governor's West Ocala Neighborhood Revitalization Committee	Neighborhood Association	Mr. Dennis McFatten	Community Outreach, Site Selection, Advocacy
CareerSource Citrus Levy Marion	Employment	Ms. Kathleen Woodring	Workforce Services
West Ocala CRA Advisory Committee	Advisory	Mr. Gus Gianikas	Community Outreach, Site Selection
Brownfields Advisory Committee	Brownfields Support	Ms. Lisa Walsh	ID & Prioritization of Sites, Citizen Education
Chamber of Economic Partnership	Non-Profit	Mr. Kevin Sheilley	Business Attraction & Retention

3.c.ii. Letters of Commitment. Please see Appendix B for current letters from all of the community organizations discussed above.

3.d. Partnerships with Workforce Development Programs. The City of Ocala has a strong relationship with CareerSource, a local non-profit job training/development organization that promotes local hiring and procurement to link members of the community to potential employment opportunities resulting from the brownfields assessment, cleanup, and redevelopment of properties. The City will also direct project contractors to CareerSource for local hiring on our brownfields revitalization activities.

4. PROJECT BENEFITS

4.a. Welfare, Environmental, and Public Health Benefits. The Assessment Grant will protect public health and welfare by addressing contaminated sites through assessment, cleanup, and strategic redevelopment. Funding from this grant will affirm EPA's commitment to address the environmental justice disparities in this area and will invigorate public engagement and dialogue in its planning and development efforts. By securing this grant and promoting brownfield redevelopment opportunities, the City can send a signal to developers and brownfields stakeholders that there is not just local but federal support for revitalization in this promising area. Threats to residents can be mitigated by bringing these sites to the public's attention, completing site assessments that identify the presence and extent of contamination, and directing remediation and redevelopment through engineering and/or institutional controls. Benefits expected to be realized through redevelopment of previously-identified brownfields with suspected contamination include: removal of safety and environmental exposure hazards via removal of dilapidated, obsolete structures at brownfield sites; diversified, living wage employment opportunities to boost incomes and healthcare options for target area residents; expansion of goods and services in the target area; additional recreational amenities in the target area (such as the splash pad at Lillian Bryant Park); and expansion of quality, affordable housing options for target area residents at Sites 1 and 2.

4.b. Economic and Community Benefits. Brownfield redevelopment is a key element of West Ocala's economic recovery. The socio-economic needs identified (unemployment, poverty, depressed property values, reduced access to goods and services, lack of affordable housing) are derived from a history of environmental justice issues, associated blight and suspect environmentally impacted properties. To



ensure long-term gains, the City's site prioritization criteria includes an analysis of the site's ability to provide economic benefit for these needs through private investment, economic vitality, job creation, and contributions to the local tax base. Through extensive visioning, planning and engagement efforts, the City has focused its brownfield redevelopment program on diversifying its employment base in professional, retail, and service sectors to limit the effects of drastic economic swings and disproportionate market sector impacts the community has previously experienced. The priority sites presented in this application exemplify this strategy. It is expected that grant-funded assessments will determine some perceived "problem-properties" do not require cleanup, yielding sites available for immediate redevelopment. The City is committed to the long term redevelopment of the Royal Oak site for mixed use affordable housing and to Phoenix Heights for affordable housing. The City realizes it can leverage the FedEx, Auto Zone and Chewy distribution centers for many ancillary industries, however, the city must have a workforce and affordable housing available. This development will benefit the entire city. Future taxes generated through West Ocala redevelopment will be captured through tax increment financing programs, providing a self-sustaining source of local funds to leverage additional redevelopment activities, and in turn, generate more new taxes. Increases to the City's operating budget will directly result in expanded services to residents. Activities supported by the Assessment Grant will enable the City to meet the West Ocala Community Plan goals of stabilizing and diversifying the local economy, increasing income and property tax revenues, and increasing new employment opportunities to the city's workforce.

5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

5.a. Audit Findings. The City affirms that it has had no adverse audit findings. The most recent audit was conducted in September 2015. Auditors deemed the City a "low-risk" entity.

5.b. Programmatic Capability. Grants received by the City leverage financial investment. The impact of past grant funding in Ocala is significant; the process of grant administration and management is a critically important function. From 2010 through 2015, Ocala expended \$40,500,972 in state and federal grant awards. The corresponding years of audits indicate Ocala complied with grant and award requirements. The City's Revitalization Strategies Department is tasked with undertaking economic development, redevelopment, and reinvestment initiatives, and to oversee the brownfields program. Staff has a combined total of over 65 years of economic development experience. **John Zobler** is the City Manager and Revitalization Strategies reports to him. Mr. Zobler has more than two decades of experience in municipal and county government. **Melanie Gaboardi is the Director of Revitalization Strategies; management for this application will be under her direction as the Project Director.** Ms. Gaboardi has over 20 years of contract administration experience and possesses 14 years state/local grant administration, including the successful implementation and reporting of various grants. She currently oversees the City's affordable housing grant programs. **Lisa Walsh, Manager, Economic Development will serve as Project Manager** and will manage the day to day grant activities. Ms. Walsh has 17 years of experience in Community Planning and has been involved with brownfield redevelopment planning in the West Ocala target community since 2011. **Sean Lanier, PE, City Engineer/Director Water Resources will serve as the Technical Lead** overseeing the technical aspects of this project. Mr. Lanier has expertise in civil and structural engineering, including design, project management and construction management and a demonstrated leadership ability with multi-disciplined engineering and construction project teams. **Tye Chighizola**, Director of Growth Management, has served the City for 27 years and will assist the core project team identified above. As Planning Director, he drafted the original Brownfields Grant in the late 1990s. Mr. Chighizola is also working with the Downtown Business Alliance and the North Magnolia Merchants' Association; two organizations which advise the City's Community Redevelopment Agency.

5.c. Measuring Environmental Results: Anticipated Outputs/Outcomes. To track and measure progress the City will: (1) evaluate project achievements against those incorporated into the grant



application and work plan; (2) determine if the project has resulted in an improved site (acquisition/transfer/redevelopment); and (3) report the outputs of the grant in quarterly and annual reports to the EPA and track the following information to a regularly updated project spreadsheet. Measurable outcomes: number of acres of land assessed, number of jobs created/retained and tax revenue generated; number of acres of property remediated; amount of leveraged funding (public and private), number of acres of property redeveloped; value of capital investment for redevelopment; and acres of parks and greenspace preserved and created. Measurable outputs: number of community meetings held, number of ABCAs completed, number of brownfields identified, number of Phase I and II ESAs completed. The City will adjust its project approach if it becomes evident that the project is not generating the expected outcomes.

5.d. Past Performance and Accomplishments

5.d.i. Currently or Has Ever Received an EPA Brownfields Grant

5.d.i.1. Accomplishments. The City has received the following EPA Brownfields grants:

Year	EPA Brownfield Grant	Amount	Expenditures	Grant #
1999	Brownfields Assessment (Hazardous Materials)	\$200,000	\$144,352	BP98486399
2004	Brownfields Assessment (Hazardous Materials)	\$200,000	\$199,934	BF96411004
2006	Brownfields Assessment (Hazardous Materials)	\$200,000	\$146,291	BF96461006
	Total	\$600,000	\$490,577	

When Renew Ocala (the City of Ocala brownfields redevelopment program) was initiated in 1996, the area around the Downtown Square had an occupancy rate of approximately 30%. Brownfields Environmental Site Assessments were completed, properties were purchased and redeveloped, and subsequently the stigma of *perceived* contamination has been removed. Currently, the blocks surrounding the Square have a 95% occupancy rate. Brownfield grant funds have been utilized in **47 private sector projects and 1 city-related project**.

Program Accomplishments. Since 1999, Renew Ocala brownfields accomplishments include:

- Developed program for community education/involvement/accessibility on environmental issues.
- Provided program for environmental stewardship, maximizing use of existing infrastructure.
- **Created in excess of 1,000 new jobs.**
- Brownfield property transactions totaling **56+ acres and \$15,954,325** in property values, an increase of hundreds of thousands of dollars in annual tax income.
- **Brownfield Sites: Phase I ESAs - 48 Sites; Phase II ESAs - 16 Sites; Cleanup - 3 Sites.**
- Expanded the Brownfields Areas to include Environmental Justice in a minority district.
- Established ongoing partnerships with numerous community redevelopment organizations.
- Assisted in leveraging over \$40 million dollars in redevelopment funds.

5.d.i.2. Compliance with Grant Requirements

As exhibited above, the City had a very successful program. However, in 2008, the City's program was challenged by the loss of its program director, George Roberts. The program suffered as a result and the City was not able to expend its award funds within the project period. The City recognizes this weakness in its past program management and has taken several steps to correct it, including improved record keeping, staff cross-training and engineering staff overlap within its project management. Program activity responsibilities are now shared between multiple staff members. In addition, the City has new champions within its staff to propel the program forward. The City has conducted an extensive inventory to update information and has continued to lay the groundwork necessary to make this a successful project with the support of this USEPA grant funding.



TABLE OF APPENDICES

Appendix A: LEVERAGING COMMITMENTS

Appendix B: COMMUNITY ORGANIZATION LETTERS

Appendix C: THRESHOLD CRITERIA



APPENDIX A:

LEVERAGING COMMITMENTS

1. SJRWMD WELL AND SEPTIC TANK REMOVAL PROGRAM
2. SJRWMD WATER RECHARGE PARK GRANT EMAIL
3. WEST OCALA BUSINESS IMPROVEMENT GRANT AGREEMENT
4. HUD COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
5. LILLIAN BRYANT PARK SPLASH PAD (CIP)
6. PHOENIX HEIGHTS PARCEL PURCHASES (CIP)

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0797		
Grantee Name:	St. Johns River Water Management District		
Grantee Address:	PO Box 1429, Palatka, FL 32178-1429		
Grantee's Grant Manager:	Melissa J. Licourt	Telephone No.:	386-312-2332
Reporting Period:	07/01/2016 – 09/30/16		
Project Number and Title:	City of Ocala – Well & Septic Tank - 28128		

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

The City of Ocala is designing, permitting, and constructing a project that expands the availability of gravity sewer and potable municipal water supply. The project will allow approximately 2.3 MGD of domestic wastewater that is presently treated in OSTDS to be treated at an advanced wastewater treatment facility. In addition to the conversion of approximately 850 septic tanks to centralized sewer, properties that do not already have potable water connections will receive metered potable water services.

Progress for this reporting period:

Notifications of Eligibility letters were mailed to 901 property owners throughout the City of Ocala's service areas. This has resulted in approximately 56% (512) signed and executed documents allowing the City to pursue abandonment of on-site septic and connecting to the City sewer system. The City has connected approximately 41% (211) of the signed sewer documents. To date, the City has received 88 responses from property owners to have their on-site drinking water wells abandoned. Approximately 35% (30) of on-site wells have been connected to City's water system.

To date the City has been notified of approximately 61 failing septic systems. We currently have five (5) failed system under contract and have completed 48 connections.

Construction Project Package #1 consists of multiple areas where sewer extension will be installed. This will have the potential to supply City sewer to approximately 115 properties. Project Package #1 was bid on 03/15/16, awarded to Hamlet Construction on 04/01/16 and construction began 04/06/16. This project is approximately 90% complete.

Construction Project Package #2 was bid on 5/12/2016, awarded to GWP Construction on 06/21/16 and construction began 06/28/16. This project also consisted of multiple areas that sewer infrastructure will be installed. Project Package #2 will supply City sewer to approximately 131 properties. This Project is approximately 40% complete.

Identify any delays or problems encountered:

The City underwent management restructuring at the end of July into August which slowed the progress of the program. Since then we have bid out and awarded two (2) contracts totaling approximately 150 properties and construction has begun. The City is in the process of bidding out another 100 properties. This contract should be awarded by the end of October.

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0797 and accurately reflects the activities associated with the project.

Sean Lewis

Signature of Grantee's Grant Manager

10-18-16

Date

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0860		
Grantee Name:	Florida Department of Environmental Protection		
Grantee Address:	3900 Commonwealth Blvd., MS# 3505, Tallahassee, FL 32399		
Grantee's Grant Manager:	Paul Brandl	Telephone No.:	(850) 245-2986
Reporting Period:	07/01/16 – 09/30/16		
Project Number and Title:	City of Ocala – Well & Septic Tank Reduction Project-S0860		

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

The Grantee will remove and properly abandon approximately 100 septic tanks that are contributing to the load of nutrients to groundwater in the Silver River springshed. A connection to the central sewer system will be established for each of the approximately 100 homes that have a septic tank abandonment through this project. Funding provided by the 2015-2016 General Appropriations Act in the amount of \$500,000 will remove approximately 100 septic tanks, or 3.3 percent of the total. The design and engineering for this project has been completed, and construction is underway.

Progress for this reporting period:

There has been no progress made to date.


Identify any delays or problems encountered:

Existing grant funds (28128) are still being utilized.

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0860 and accurately reflects the activities associated with the project.



Signature of Grantee's Grant Manager



Date

City of Ocala – Pine Oaks Wetland Recharge Project

From: Sean Lanier

Sent: Wednesday, August 23, 2017 1:50 PM

To: Marie Brooks <MBrooks@Ocalafl.org>

Cc: Rusella Bowes-Johnson <RJohnson@Ocalafl.org>; Rachel K. Slocumb <RSlocumb@Ocalafl.org>; Joan Anderson <JAnderson@Ocalafl.org>; Sandra Wilson <SWilson@Ocalafl.org>; Tammi Haslam <THaslam@Ocalafl.org>

Subject: Fwd: FW: SJRWMD Cost Share SOW for Pine Oaks Wetland Recharge Project

Marie,

Please send me us the forms to setup this grant for your internal process. I've told Patrick to proceed with the official draft. Thanks.

Sean

Get [Outlook for Android](#)

From: Patrick Burger

Sent: Tuesday, August 22, 10:54 AM

Subject: FW: SJRWMD Cost Share SOW for Pine Oaks Wetland Recharge Project

To: Sean Lanier

Hi Sean,

I wanted to let you know that the FDEP has approved the additional funding and we are set to move this contract to the next step. If everything looks Ok I will send it to the contracts folks to get you the Draft Contract for your review and approval by the City. Let me know and I will start the process.

Thanks,

Pat

Patrick Burger, P.E.

Bureau of Project Management - SJRWMD

St. Johns River Water Management District

P.O. Box 1429 • Palatka, FL 32178-1429

Office: (386) 329-4194

Email: pburger@sjrwmd.com

Website: www.sjrwmd.com

ATTACHMENT A - STATEMENT OF WORK
City of Ocala – Pine Oaks Wetland Recharge Project

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2017-2018 to develop and implement resource and water supply development projects and promote conservation. On June 13, 2017, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The CITY OF OCALA (Recipient) requested funding for their Pine Oaks Wetland Recharge Project for the not to exceed amount of \$4,000,000, towards the estimated construction cost of \$8,362,766. This request was approved by the Governing Board. The Recipient is located in Marion County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to provide 3 to 5 MGD of recharge to the Upper Floridan aquifer, which is of significant benefit to Silver Springs, and will also provide water quality improvements via wetland polishing of the treated wastewater. Estimated nutrient load reductions are 59,000 lbs/yr total nitrogen (TN) and 30,000 lbs/yr total phosphorous (TP).

III. SCOPE OF WORK

The project will construct a 33-acre groundwater recharge wetland that will receive advanced treated wastewater from the City's Water Reclamation facilities (WRF) #2, #3, and stormwater from the Old City Yard Drainage Retention Area.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include:
- Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project construction photos;
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the tasks in the Task Identification section below are completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is **June 30th, 2019**. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construct Recharge Wetland	1/5/2018	1/3/2019

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient Forty-seven and eighty-three one hundredths Percent (47.83%) of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$ 4,000,000. It is anticipated that the FY breakdown will be \$ 2,500,000 for FY2017-18 and \$ 1,500,000 for FY2018-19.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2017.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Coordinator within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Coordinator is mlcourt@sjrwmd.com. The Recipient will submit a final project report within 30 days of Final Completion and acceptance by City of Ocala detailing the project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction tasks for the two FYs).

FY18 (10/1/2017 – 9/30/2018)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construct Recharge Wetland	\$5,226,729	\$2,500,000

FY19 (10/1/2018 – 9/30/2019)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construct Recharge Wetland	\$3,136,037	\$ 1,500,000

AGREEMENT FOR WEST OCALA BUSINESS REVITALIZATION & ACCESSIBILITY GRANT PROGRAM

THIS AGREEMENT is entered into this 29th day of June, 2016, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and, **Mary Washington**, owner of commercial property (Owner) and **Tri-City Painting, LLC**, a Florida registered corporation/company (EIN: 20-0434058), located at 5933 NE 67th St. Silver Springs FL, 34488 ("Contractor").

WHEREAS:

- A) The City of Ocala administers the West Ocala Business Revitalization & Accessibility Grant Program; and
- B) This Program provides grants for the renovation of commercial buildings, restoration of facades, and quality improvements to the visual appearance of business structures to promote private investment in the West Ocala Community area; and
- C) Under this Program, the City will pay 75% of the approved renovation/project cost and the Property/Business Owner will pay the remaining 25% share; and
- D) The City, acting as agent for the Owner, will approve the Contractor's work and compensate the Contractor, when invoiced, up to the grant share amount of 75% of the work completed, and
- E) Before any work starts, the City will collect from Owner their 25% share, and remit it directly to the Contractor after the project is completed and accepted.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Contractor will provide all materials, labor, and equipment to complete the approved Project as described, and pursuant to the scope of service set forth

on the attached **Exhibit A - Scope of Work**.

2. **CONTRACT PRICE.** City shall pay Contractor for the performance of the work, and in accordance with the contract documents, a lump sum/total amount of **\$6,500.00 (Six thousand five hundred dollars and 00/100)** which represents the total cost based on the pricing set forth in **Exhibit B – Price Proposal**. Compensation shall be made to the Contractor as described in **Exhibit C - Method of Compensation**.
3. **CONTRACT TIME.** All provisions regarding Contract Time are essential to the performance of this Contract. The required start time after the City-issued Notice to Proceed (NTP) shall be a maximum of ten (10) days to begin work. Work will be substantially completed within twenty (20) days of the issued Notice-to-Proceed, and completed and ready for final payment in accordance with the Agreement within fourteen (14) days after substantial completion.
 - A. The Contract Time may be changed only by a Change Order executed by City. Any request for an extension in the Contract Time shall be based on written notice delivered to City or its Representative within five (5) days of the occurrence of the event giving rise to the claim. All claims for adjustments in the Contract Time shall be determined by City. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. City will approve no Change Order until Owner's share of the cost has been paid to City.
 - B. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but not be limited to, acts for neglect by the City, or to fires, floods, epidemics, or acts of God as determined by the City.
4. **CONTRACTOR'S RESPONSIBILITIES.** The following provisions are the responsibility of the Contractor and are provided with the expectation that each responsibility shall be adhered to:
 - A. Contractor shall keep at the Work Site at all times, while work is in progress, a competent resident superintendent. The superintendent will be Contractor's Representative at the site, and shall have authority to act on behalf of

Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

- B. Contractor shall be fully responsible for all acts and omissions of his Subcontractors and other persons and organizations directly or indirectly employed by them.
- C. All Work performed for Contractor by Subcontractor will be pursuant to an appropriate agreement between Contractor and Subcontractor that specifically binds subcontractor to the applicable terms and conditions of the Contract for the benefit of City and its Representative.
- D. Contractor shall confine construction equipment, stored materials and equipment, and the operations of workmen to only those areas prescribed by City.
- E. Normal work hours are from 8:00A.M. to 5:00P.M., Monday through Friday. Any exceptions must be approved by the City.
- F. Daily, during the progress of the work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract.
- G. 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.
- H. Secure promptly all necessary permits, inspections and approvals required and allow inspection of all work by authorized personnel.
- I. Contractor shall not display any signs, posters, or other advertising matter in or on any part of the work or around the site thereof without the specific approval in writing by City.
- J. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall

take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- K. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction with the safety of persons or property, or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. 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.
- L. Contractor shall carry on the work and maintain the progress schedule during all disputes or disagreements. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and City may otherwise agree in writing.

5. PROPERTY/BUSINESS OWNER'S RESPONSIBILITIES. The following provisions are for the Property/Business Owner:

- A. Understand and approve the scope of work regarding services to be performed at their stated location.
- B. Cooperate with the City and the Contractor during performance of the work.
- C. Occupy said buildings and property during performance of the work, unless as otherwise agreed by the City, Contractor, and the Property/business owner.
- D. Allow no work to be performed that is not shown in Exhibit A – Scope of Work without prior approval of the City.

- E. Designate the City as its acting agent for the Owner to oversee, supervise and approve the Contractor's work and compensate the Contractor, when invoiced as set forth herein when the work is completed.
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 EVALUATION.** At the end of the contract, the City may evaluate the Contractor's performance. This evaluation will become public record.
8. **LIQUIDATED DAMAGES.** The Contractor shall pay the City \$100.00 per day that expires after the time specified for Substantial Completion until the Work is substantially completed. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by the City, the Contractor shall pay an additional \$50.00 per day for each calendar day that expires after the time specified for completion and readiness for final payment until the Work is completed and ready for final payment.
- A. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the City of any of its rights under the contract.
- B. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.
- C. The City shall have the right to deduct the liquidated damages from any money

in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of this Contract within the time stipulated.

- D. The Contractor shall pay, in addition to liquidated damages, all expenses for inspection and superintendence after the date fixed for completion including all necessary travel expenses connected therewith.
- E. Nothing in this section is intended to limit the right to obtain injunctive relief or any and all relief as may be appropriate. Permission allowing the Contractor to continue and finish any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under this Agreement.

9. **WARRANTY.** Warranty for labor is a minimum of three hundred sixty-five (365) days, and warranty for materials is a minimum of three hundred sixty-five (365) days. After installation, Contractor must provide complete written manufacturers' warranties to the City of Ocala Project Manager before final payment will be authorized.

10. **CITY'S RIGHT TO WITHHOLD PAYMENT.** In the event City becomes informed that any representations of Contractor provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Contractor immediately in writing. Contractor will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to the Contractor.

11. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have Volume I, City of Ocala "General Conditions for Construction

Volume I can be obtained by downloading from:

http://www.ocalafl.org/uploadedFiles/Public_Services/Public_Works/Revised-Volume-I-Genl-Cond-for-Construction.pdf

12. MANUFACTURER SERVICES. The Contractor shall furnish manufacturer's representative as required to resolve assembly or installation problems with their products and systems. The Contractor shall conduct, with the assistance of the manufacturers/supplier's Representative, start-up and operational tests on the equipment and system. The Contractor shall submit prior to the issue of the Certificate of Substantial Completion, a certificate of proper installation by the manufacturer certifying that the system has been properly installed according to the Contract Documents and manufacturer's recommendations. In addition, Contractor shall furnish comprehensive manufacturer training to City staff and Property/Business owner on the operation of all equipment.

13. TRAFFIC CONTROL AND BARRICADES. The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this agreement.

- A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- B. Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

14. 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.

15. CONTRACTOR REPRESENTATIONS.

- A. The Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and

performance of the Work.

- B. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

16. EMERGENCIES. In an emergency affecting the safety of life or property, the 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 Contract Project Manager. The Contractor shall file with the City Project Manager the names, addresses and telephone numbers of their representatives who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the City or the Public Inspectors.

17. INDEPENDENT CONTRACTOR STATUS. City expressly acknowledges the Contractor 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 Contractor performs hereunder.

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

19. **SAFETY/ENVIRONMENTAL.** Contractor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department. Contractor shall be responsible for all damage to buildings, curbing, pavement, landscaping or irrigation systems caused by the delivery or removal of materials. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing lost, damaged, destroyed, or stolen. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

20. **PERSONNEL.** The Contractor shall utilize competent employees in performing the work. At the request of the City, the Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and the Contractor shall each be promptly notified by the other of any complaints received. Contractor personnel shall abide by the City's smoking regulations. Smoking is restricted to designated smoking areas only and is not permitted in any City buildings. All Contractors' and sub-contractor's vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt. Contractor shall coordinate services with Burnadine Rich, Project Manager, whose phone number is 352-629-8421.

21. **ADDITIONAL INSURED.** The "City of Ocala" shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED," but only to the extent of the risk obligations assumed hereunder by Contractor.

22. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. 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.

- B. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of the Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover the Contractor.
- C. Duplicate Coverage.
- A. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City which arise out of this contract.
 - B. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.
 - C. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.
- D. Deductibles. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self- insured retention.
- E. Certificates. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least A, showing the "City of Ocala" as an Additional Insured. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder. Renewal certificates must also be forwarded to the Procurement Department prior to the policy expiration. Ten (10) days written notice must be provided to the City of Ocala's Procurement Department in the event of cancellation.
- *Non-rated insurers must be pre-approved by the City Risk Manager.
- F. Failure to Maintain Coverage. In the event Contractor shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this agreement, the Contractor shall be considered to be in default of this agreement.

23. LIABILITY INSURANCE. General liability insurance, with combined single limits of not less than \$1,000,000 per occurrence shall be provided and maintained by the Contractor. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

31.1 If the Commercial General Liability form is used:

- A. Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- B. Coverage B - shall include personal injury.
- C. Coverage C - medical payments, is not required.

31.2 If the Comprehensive General Liability form is used, it shall include at least:

- A. Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

24. BUSINESS AUTO LIABILITY. Business Auto Liability insurance shall be provided by the Contractor with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned and hired automobiles.

25. WORKERS' COMPENSATION. Contractor shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee, \$1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

26. RELATIONSHIP OF PARTIES. Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Contractor in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Contractor, as City is and shall remain an

independent contractor by reason of this Agreement.

27. **TERMINATION.** If the Contractor defaults in the performance or materially breaches any provision of this Agreement, the City may, at its option, terminate this Agreement by giving written notification thereof to the other party at least thirty (30) days in advance of termination. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

28. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Contractor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be considered to be any act or failure to act on the part of the Contractor including, but not limited to, any of the following:

- A. Contractor fails to adequately perform the services set forth in the specifications of the Agreement;
- B. The Contractor provides material that does not meet the specifications of the Agreement;
- C. Contractor fails to complete the work required within the time stipulated in the Agreement; and
- D. Contractor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the Agreement.

29. **REMEDIES/OPPORTUNITY TO CURE.** If Contractor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Contractor detailing Contractor's violations and giving Contractor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Contractor to be in breach of this Agreement and pursue any and all remedies available at law or equity, including termination of this agreement without further notice and all rights of Contractor hereunder. Notwithstanding City's termination of the Agreement, Contractor shall remain liable to City for damages, costs, or attorney's fees arising prior to such

termination. In case of default, the City reserves the right to hire another Contractor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Contractor by: (a) Deduction from an unpaid balance, or (b) Any other remedy as provided by law.

30. **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.
31. **FORCE MAJEURE.** No party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.
32. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
33. **NON EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
34. **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.

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

36. PUBLIC ENTITY CRIMES. Contractor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted Contractor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted Contractor 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 Contractor list.

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

If to Contractor:

Tri-City Painting, LLC

Michael E Crook
Owner
5933 NE 67th St
Silver Springs FL 34488
Phone: 352-6181
Fax: 352-622-2520
Email: wepaint45@aol.com

If to City of Ocala:

Tiffany Kimball
Director of Contracts
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan
Gilligan, Gooding & Franjola, P.A.
Attorneys at Law
1531 S.E. 36th Ave.
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: pgilligan@ocalalaw.com

38. 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

39. **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.

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

41. **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.

42. **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.
43. **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 as a result of that party having been more involved in the drafting of the Agreement.
44. **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.
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. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
47. **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.
48. **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.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement,

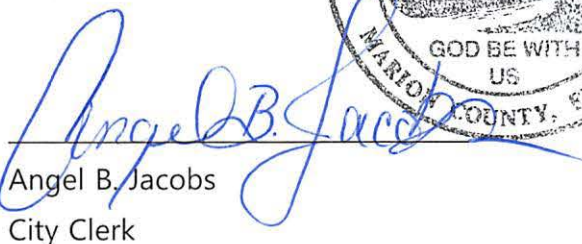
explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

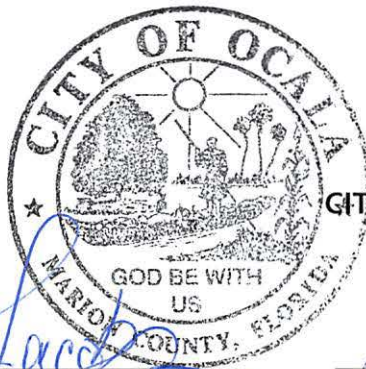
50. CONTRACT DOCUMENTS. The contract documents that comprise the entire Agreement between the City and Contractor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

- Exhibit A: Scope of Work (A-1)
- Exhibit B: Price Proposal (B-1)
- Exhibit C: Method of Compensation (C-1)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:


Angel B. Jacobs
City Clerk



CITY OF OCALA:




ACM Name/Assistant City Manager

Approved as to form and legality:

CONTRACTOR:

CONTRACT# RVS/16-____

RVS/16-052(A)



Patrick G. Gilligan
City Attorney



Michael Crook (Tri-City Painting, LLC)

PROPERTY/BUSINESS OWNER:



Mary Washington - Owner

*****FAX TRANSMITTAL*****
CITY OF OCALA
Facilities Management

2100 N.E. 30th Ave.
 Ocala, Florida 34470
 Tel: 352-351-6796
 Fax: 352-351-6724

To: TRI-CITY Painting From: Carolyn Dixon
 Fax: 352-622-2520 Date: May 4, 2016
 Phone: 352-622-6181 Pages: 5
 Re: Request for Quotation.....

PLEASE FAX REPLY BY 10:00 A.M., Friday, May 13, 2016

MANDATORY SITE VISIT WILL BE HELD ON MONDAY, MAY 9 AT 9:00 A.M.

Exterior Painting of Mary's Dry Cleaners

1.0 GENERAL SCOPE OF WORK:

The City of Ocala intends to enter into a contract for pressure washing and painting of Mary's Dry Cleaners located at 2004 W. Silver Springs Blvd. Ocala, FL 34475. Contractor will be responsible for all labor, equipment, and materials to complete the job.

The City is requesting two cost options for the project. City of Ocala will make the final determination on which option is best suited for the project.

2.0 SPECIFICATIONS:

1. Pressure wash entire building and concrete surrounding the building.
2. All metal areas are to be primed with rust coat and painted.
3. Remove attached signs before painting. Signs will be re-installed by Contractor.
4. Painting to include: overhangs, metal sign pole and base, bollards, entire buildings, privacy fencing (outside only)
5. All pipes are to be painted with the back ground color.
6. Remove building numbers, contractor to re-install.
7. Remove mailbox(es), contractor to re-install.
8. No spray painting will be allowed.
9. Air conditioning units will be protected from paint.
10. All areas must be protected from pressure washing and painting. Any disturbed areas must be returned back to original conditions.
11. Contractor shall meet all OSHA requirements.
12. Cracks and holes are not to be repaired.
13. All windows and doors shall not be caulked.
14. Water is available on site at no charge. Hose bid is only located on one side of the building and water tanks maybe required.
15. This building will be open during the project. Parking lot must remain open.
16. Job site to be free of debris every day. Any debris must be disposed of in a licensed landfill.

TRI-City Painting

EXHIBIT B - Price Proposal

<u>Item</u>	<u>Description</u>	<u>Total Cost</u>
1.	Pressure Washing and Painting Mary's Dry Cleaner's (Entire Building)	\$ <u>6,500.00</u>
2.	Pressure Washing and Painting Mary's Dry Cleaner's (Front, East Side, Back, West side connected to parking lot)	\$ <u>4,600.00</u>
<hr/>		
Labor Warranty		<u>15 years</u> days
Material Warranty		<u>15 years</u> days
Commence Work after receipt of order		<u>3</u> days
Number of days for completion		<u>6</u> days.

**THIS IS NOT AN ORDER. THE CITY IS NOT OBLIGATED TO ISSUE AN ORDER AS A
RESULT OF THIS QUOTE AND MAY REJECT ANY OR ALL BIDS FOR ANY REASON.**

COMPANY: TRI-CITY PAINTING LLC

ADDRESS: 5933 NE 67TH ST, SILVER SPRINGS 34488

FEDERAL TAX ID#: 20-0434058

PRINT NAME & SIGN: MICHAEL CROOK Michael Crook

DATE: 5/10/16 E-MAIL: WEPAINT45@AOL.COM

EXHIBIT C - METHOD OF COMPENSATION
(PRE-PAYMENT)

Description	Proposed Grant Budget
Total Project Cost as submitted on the Grant Application	\$ 6,500.00
Grant Amount Requested by Property/Business Owner	\$ 4,875.00
Grant Amount Awarded /Amount of Grant Agreement not to exceed:	\$ 6,500.00
Property/Business Owner's 25% downpayment of grant award payable to the City upon execution of the Grant Agreement.	\$ 1,625.00
* The City will pay a maximum of this amount to the Contractor for eligible grant expenses	\$ 4,875.00
Balance owed by Property/Business Owner to the Contractor according to the Total Project Cost submitted on the Application plus any applicable sales taxes	
* <i>The City of Ocala is Tax Exempt; therefore, it will not pay sales tax on any goods or services from the Contractor(2) related to this Agreement. A tax exempt certificate will be provided to the Contractor(s).</i>	

FINAL PROJECT COSTS			
Description	Final Project Cost	City Payment of Eligible Expenses	Owner Payments
Actual Final Cost of the Project			
LESS Eligible Grant Expenses to be paid by the City of Ocala			
LESS Property / Business Owner 25% downpayment			
FINAL Balance owed by Property/Business Owner to the Contractor			
Sub-Total			
TOTAL			

NOTICE TO PROCEED

TO: Tri-City Painting, LLC DATE: June 29, 20 16
5933 NE 67th St
Silver Springs FL 34488

PROJECT: Mary's Dry Cleaners
2004 W. Silver Springs Blvd. Ocala FL 34475

You are hereby notified to commence work in accordance with the agreement dated 6-29-16, 20 16, on or before June 29, 20 16, and you are to complete the work within 20 consecutive calendar days thereafter. The date of completion of work is therefore July 15th, 20 16.
M.C.

If work is not completed by the scheduled date, excluding authorized extensions, the contractor understands that liquidated damages may be accessed. Liquidated damages are outlined in the "Contract for Housing Rehabilitation", "The Contractor shall" section, paragraph "K".

CITY OF OCALA, FLORIDA
BY: Burnadine Rich
Penny Fielding or Burnadine Rich
Housing Coordinator's

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

M. K. Crook this 29th day of June, 20 16.
Contractor Signatory (printed name)

FIRM NAME: Tri-City Painting, LLC

BY: TITLE: M. K. Crook TITLE: President
Signature

Funding Approval/Agreement


Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City Of Ocala	3a. Grantee's 9-digit Tax ID Number 596000392	3b. Grantee's 9-digit DUNS Number 965990302
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 405 Se Osceola Ave 1St Fl Ocala, FL 34471-2145	4. Date use of funds may begin (mm/dd/yyyy) 10/01/2017	
	5a. Project/Grant No. 1 B-17-MC-12-0029	6a. Amount Approved \$412,718.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Gary Causey	Grantee Name City Of Ocala
Title CPD Director	Title
Signature 	Date (mm/dd/yyyy) 10/19/2017
	Signature
	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 10/04/2017 9b. Date Grantee Notified (mm/dd/yyyy) 10/05/2017 9c. Date of Start of Program Year (10/01/2017)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
11. Amount of Community Development Block Grant			
		FY (2017)	FY (2016)
a. Funds Reserved for this Grantee		\$412,683.00	\$ 35.00
b. Funds now being Approved		\$412,683.00	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Of Ocala 405 Se Osceola Ave 1St Fl Ocala, FL 34471
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency Title Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (mm/dd/yyyy) Batch Number Transaction Code Entered By Verified By												

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2024. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2024.
- (b) If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, attach a schedule in the format set forth below to the executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are

SHIP 2017-2018 ESTIMATED

\$ 100,000,000

Local Government	County Total	County Share/ City Share
ALACHUA	1,124,526	561,926
Gainesville		562,600
BAKER	350,000	350,000
BAY	776,638	613,777
Panama City		162,861
BRADFORD	350,000	350,000
BREVARD	2,441,673	1,349,513
Cocoa		80,819
Melbourne		345,253
Palm Bay		468,557
Titusville		197,531
BROWARD	7,900,628	1,411,053
Coconut Creek		243,339
Coral Springs		538,033
Davie		423,474
Deerfield Beach		331,036
Ft. Lauderdale		752,930
Hollywood		622,569
Lauderhill		301,014
Margate		244,129
Miramar		571,215
Pembroke Pines		688,935
Plantation		376,070
Pompano Beach		457,446
Sunrise		386,341
Tamarac		269,411
Weston		283,633
CALHOUN	350,000	350,000
CHARLOTTE	754,759	673,396
Punta Gorda		81,363
CITRUS	636,610	636,610
CLAY	901,351	901,351
COLLIER	1,520,545	1,434,786
Naples		85,759
COLUMBIA	350,000	350,000
DE SOTO	350,000	350,000
DIXIE	350,000	350,000
DUVAL	3,946,988	3,946,988
ESCAMBIA	1,347,696	1,114,275
Pensacola		233,421
FLAGLER	463,762	98,549
Palm Coast		365,213

Conference Report on SB 2500 (Less: \$5 million DR holdback, Monitoring, Homeless & FL Supportive Housing Coalition funding)

Local Government	County Total	County Share/ City Share
FRANKLIN	350,000	350,000
GADSDEN	350,000	350,000
GILCHRIST	350,000	350,000
GLADES	350,000	350,000
GULF	350,000	350,000
HAMILTON	350,000	350,000
HARDEE	350,000	350,000
HENDRY	350,000	350,000
HERNANDO	789,766	789,766
HIGHLANDS	457,197	457,197
HILLSBOROUGH	5,767,370	4,210,757
Tampa		1,556,613
HOLMES	350,000	350,000
INDIAN RIVER	654,116	654,116
JACKSON	350,000	350,000
JEFFERSON	350,000	350,000
LAFAYETTE	350,000	350,000
LAKE	1,404,582	1,404,582
LEE	2,916,461	1,859,828
Cape Coral		730,573
Ft. Myers		326,060
LEON	1,251,426	426,361
Tallahassee		825,065
LEVY	350,000	350,000
LIBERTY	350,000	350,000
MADISON	350,000	350,000
MANATEE	1,544,610	1,312,301
Bradenton		232,309
MARION	1,498,666	1,239,846
Ocala		258,820
MARTIN	669,431	669,431
MIAMI-DADE	7,286,349	4,701,153
Hialeah		629,541
Miami		1,230,664
Miami Beach		250,650
Miami Gardens		302,383
North Miami		171,958
MONROE	363,118	363,118
NASSAU	365,305	365,305
OKALOOSA	851,030	758,949
Ft. Walton Beach		92,081
OKEECHOBEE	350,000	350,000

Local Government	County Total	County Share/ City Share
ORANGE	5,458,866	4,300,495
Orlando		1,158,371
OSCEOLA	1,398,018	1,101,778
Kissimmee		296,240
PALM BEACH	5,942,410	4,515,043
Boca Raton		376,749
Boynton Beach		312,571
Delray Beach		273,351
West Palm Beach		464,696
PASCO	2,135,361	2,135,361
PINELLAS	4,082,643	2,141,346
Clearwater		480,527
Largo		349,066
St. Petersburg		1,111,704
POLK	2,774,242	2,165,296
Lakeland		439,440
Winter Haven		169,506
PUTNAM	356,559	356,559
ST. JOHNS	962,615	962,615
ST. LUCIE	1,273,305	314,124
Ft. Pierce		184,757
Port St. Lucie		774,424
SANTA ROSA	739,445	739,445
SARASOTA	1,721,836	1,489,733
Sarasota		232,103
SEMINOLE	1,934,069	1,934,069
SUMTER	533,775	533,775
SUWANNEE	350,000	350,000
TAYLOR	350,000	350,000
UNION	350,000	350,000
VOLUSIA	2,227,253	1,566,427
Daytona Beach		277,961
Deltona		382,865
WAKULLA	350,000	350,000
WALTON	350,000	350,000
WASHINGTON	350,000	350,000
TOTAL	88,975,000	88,975,000
DR Holdback & Compliance Monitoring		5,250,000
Transfer to DCF/DEO for Homeless Prog		5,200,000
Catalyst & FL Supportive Housing Coalition		575,000
Total estimated appropriation		100,000,000

Capital Projects & Replacements Funding Plan Summary

Priority							
	*Grants	UNFUNDED AMOUNTS	Other Funding - NON-Capital Funds	091 3/4 Mill Road Improv.	092 Fire/Police Improv.	097 Fire Impact Fees	103 1/8 Mill Neighborhood Enhanc.
Total Cash Balance Forward FY2012-2013	-	-	-	5,752,811	4,553,013	532,722	1,520,567
Total Revenue Forecast FY2012-2013	-	-	-	2,552,612	828,000	15,058	424,905
Total Operating Allocated Funds FY2012-2013	-	-	-	-	2,680,251	-	350,000
Total CIP Allocated Funds FY2012-2013	-	-	-	5,305,330	-	385,130	824,730
Total Operating Funds Revenue Forecast FY2013-2014	2,626,500	77,500	348,000	-	901,082	-	424,438
Total Operating Allocated Funds FY2013-2014	-	-	-	-	626,956	-	355,283
Total CIP Available Funds	2,626,500	77,500	348,000	3,000,093	2,974,888	162,650	839,897
AIRPORT							
1 Fog Seal Runway 18/36 w/ Asphalt Rejuvenator	332,500	17,500					
DEVELOPMENT SERVICES							
1 Wayfinding Signage Program							247,340
2 Midtown Enhancement - Gaslight							
3 Imagine North Magnolia							
4 Phoenix Heights Project							42,000
ELECTRIC							
1 Overhead/Underground/Lighting Work Orders							
2 Paddock Mall Substation Upgrades							
3 Electric Feeder Upgrades							
4 Electric Primary Cable Injection							
5 Regulator Replacement							
6 Shady Road Substation Upgrades							
7 Silver Springs Substation Upgrades							
ENGINEERING							
1 NW 31st Avenue				100,000			
2 NW 44th Avenue				100,000			
3 Osceola Linear Park	2,294,000			300,000			
4 Fort King Project				14,000			
5 Unimproved "Dirt" Road Improvement Program							
6 SW 44th Avenue							
7 Tree Haven Subdivision				669,000			
8 Fort King Roundabout Improvements				82,000			
9 Annual Citywide Resurfacing & Sidewalk Program				1,225,000			
10 SW 32nd Avenue Pedestrian Improvements				230,000			
11 Osceola Multi-Modal Trail Project				50,000			
12 SW 42nd Street Gateway Project		60,000					
13 I75 & NW 49th Interchange Study							
14 Magna - Electric Portion							
FACILITIES MAINTENANCE							
FLEET MANAGEMENT							
INFORMATION TECHNOLOGY							
PUBLIC WORKS							
1 Heritage Hills Improvements							
2 Chazal Park Improvements							
3 Drainage Retention Area (DRA) Improvements							
4 Cameo Pond Force Main Project							
5 SR40 & NE 40th Avenue (Aztecha)							
1 SE 17th Street Barrier Wall							
2 Annual Citywide Maintenance Program							
3 Annual Citywide Pavement Marking Project							
4 Annual Citywide Traffic Light Installations							

109	158	308	330	332	586	615	616	621	
Local Gasoline Tax	Stormwater Utility	W & S Constr.	Cap Imp Certif Constr 2007A	Util Sys Rev Bd Constr. Elec 2007A	Capital Replacement Reserve	Water Syst Dev Cap Trust	Sewer Syst Dev Chgs Cap Trust	Community Redevelop. Trust Fund	Total
6,093,447	5,344,244	2,702,006	2,533,402	14,369,583	7,007,776	4,731,937	4,454,164	3,685,414	63,281,086
4,169,634	4,237,756	5,722,862	-	80,720	161,945	67,021	293,936	523,800	19,078,249
4,621,092	3,694,957	-	-	-	57,465	-	1,085,500	249,533	12,738,798
2,887,699	3,804,335	7,505,200	1,291,375	7,548,841	2,467,221	3,206,583	2,489,499	60,900	37,776,843
4,123,399	4,237,756	4,135,520	-	-	4,090,669	92,021	293,936	593,643	21,944,464
3,845,577	3,954,438	-	-	-	1,103,555			288,438	10,174,247
3,032,112	2,366,026	5,055,188	1,242,027	6,901,462	7,632,149	1,684,396	1,467,037	4,203,986	43,613,911
									350,000
									247,340
								1,409,450	1,409,450
								227,091	227,091
									42,000
				1,100,000					1,100,000
				825,000					825,000
				350,000					350,000
				500,000					500,000
				50,000					50,000
				200,000					200,000
				100,000					100,000
	34,000	450,000							584,000
									100,000
				266,866					2,860,866
		213,188							227,188
	10,000	5,000		5,000					20,000
2,000	9,000	137,000							148,000
		150,000							819,000
									82,000
									1,225,000
									230,000
									50,000
									60,000
100,000									100,000
				847,044					847,044
					644,515				644,515
					4,206,904				4,206,904
					1,471,252				1,471,252
	300,000								300,000
	100,000								100,000
	300,000								300,000
	300,000								300,000
	225,000								225,000
120,000									120,000
300,000									300,000
300,000									300,000
230,000									230,000

Priority

			091	092	097	103								
Priority	*Grants	UNFUNDED AMOUNTS	Other Funding - NON-Capital Funds	3/4 Mill Road Improv.	Fire/Police Improv.	Fire Impact Fees	1/8 Mill Neighborhood Enhan.							
RECREATION & PARKS														
1	ADA Compliance Transition Plan						30,400							
2	ORS Maintenance Shed													
3	Tusawilla Park Improvements													
4	Fort King National Historic Landmark													
5	ED Croskey Sound System													
6	Chazal Park						20,000							
7	Heritage Nature Conservancy						175,000							
8	Jervey Gantt Park						80,280							
9	Fort King Tennis Center Lighting													
10	Skate Park													
11	Lillian Bryant Park Multi-Purpose Field						19,791							
12	Ocala Regional Sportsplex													
13	Clyatt Park						25,000							
14	Fort King Tennis Expansion													
TELECOMMUNICATIONS														
1	Annual Fiber Builds - Adding Customer Base		300,000											
2	Annual Fiber Builds - Road Projects		48,000											
WATER & SEWER														
1	Water Main Improvements													
2	Sanitary Sewer Main Improvements													
3	Water Main Service Improvements													
4	Lift Station Improvements													
5	Miscellaneous New Extensions & Improvements													
6	Perry Reuse Replacements													
7	Water System Impr. (Citrus Park & Raven Hill)													
8	Facility Lighting & Energy Efficiency Improvements													
9	Reuse Connections Between WRF's													
10	Water, Sewer & Reclaimed Water Main Extensions													
11	WRF 2 Improvements													
12	Water, Sewer & Lift Station Reuse Reimbursements													
13	Hookup Customers To City Water & Sewer													
TOTAL FY2014 CIP REQUESTS		2,626,500	77,500	348,000	2,770,000	-	-	639,811						
Total Estimated Cash Balance Forward FY2013-2014								-	-	-	230,093	2,974,888	162,650	200,086
Total Capital Fund Revenue Forecast FY2013-2014								-	-	-	2,543,404	-	16,000	-
TOTAL AVAILABLE FUNDS FY2014-2015								-	-	-	2,773,497	2,974,888	178,650	200,086

*PENDING GRANT AWARD

109	158	308	330	332	586	615	616	621	
Local Gasoline Tax	Stormwater Utility	W & S Constr.	Cap Imp Certif Constr 2007A	Util Sys Rev Bd Constr. Elec 2007A	Capital Replacement Reserve	Water Syst Dev Cap Trust	Sewer Syst Dev Chgs Cap Trust	Community Redevelop. Trust Fund	Total
									30,400
			28,369						28,369
			110,000						110,000
			20,000						20,000
					12,000				12,000
									20,000
									175,000
									80,280
			254,000						254,000
			200,000						200,000
									19,791
			127,590						127,590
									25,000
			247,560						247,560
									300,000
									48,000
		500,000							500,000
		480,000							480,000
		150,000							150,000
		700,000							700,000
		370,000				380,000			750,000
		200,000							200,000
		380,000							380,000
		150,000							150,000
							500,000		500,000
						860,000	960,000		1,820,000
		1,000,000							1,000,000
		70,000							70,000
		100,000							100,000
1,052,000	1,278,000	5,055,188	987,519	4,243,910	6,334,671	1,240,000	1,460,000	1,636,541	29,749,640
1,980,112	1,088,026	-	254,508	2,657,552	1,297,478	444,396	7,037	2,567,445	13,864,271
-	-	-	-	80,720	-	-	-	-	-
1,980,112	1,088,026	-	254,508	2,738,272	1,297,478	444,396	7,037	2,567,445	16,504,395

Capital Projects & Replacements Funding Plan Summary

Updated:8/1/2014

Priority							
	*Grants	UNFUNDED AMOUNTS	Other Funding - NON-Capital Funds	091 3/4 Mill Road Improv.	092 Fire/Police Improv.	097 Fire Impact Fees	103 1/8 Mill Neighborhood Enhan.
Total Cash Balance Forward FY2013-2014	-	-	-	6,900,804	2,713,872	586,098	1,948,767
Total Revenue Forecast FY2013-2014	-	-	-	2,420,345	840,375	97,181	426,670
Total Operating Allocated Funds FY2013-2014	-	-	-	2,302,334	667,539	-	900,022
Total CIP Allocated Funds FY2013-2014	-	-	-	2,305,262	219,728	-	583,730
Total Operating Funds Revenue Forecast FY2014-2015					924,865		441,541
Total Operating Allocated Funds FY2014-2015				-	1,987,801	-	639,094
Total CIP Available Funds	-	-	-	4,713,553	1,604,044	683,279	694,132
AIRPORT							
1 Design/Construct GA Terminal Parking Io	472,500	22,500					
DEVELOPMENT SERVICES							
1 Wayfinding Signage Program							50,000
2 Phoenix Heights Project							23,000
3 Video Monitoring - FUND 111			16,150				
4 Street Sensor Pilot Project for Downtown Ocala (111)			49,883				
5 Historic District Sidewalks Project				46,000			
6 Historic District -Decorative Street Lights							
7 Historic District -Brick Paved Intersection				49,172			
ELECTRIC							
1 Overhead/Underground/Lighting Work Orders							
2 Ergle Substation Upgrade - Autotransformer							
3 Enzian Substation Upgrade							
4 Electric Primary Cable Injection							
5 Baseline and Waterplant Substations Upgrades							
FACILITIES MAINTENANCE							
FIRE							
1 New Fire Admin Building					425,000		
FLEET MANAGEMENT							
INFORMATION TECHNOLOGY							
PUBLIC WORKS							
Transportation Engineering							
1 Transportation Rehabilitation & Capital Improvement				650,000			
2 Downtown Street Improvement				200,000			
Stormwater Engineering							
1 Cameo Pond Force Main Project							
2 Drainage Retention Area (DRA) Improvements							
RECREATION & PARKS							
1 ADA Compliance Transition Plan							28,000
2 Park Sign Improvements							81,340
3 Discovery Center Renovation							
4 Jervy Gantt (Parking Lot Resurfacing Project)				94,700			
5 Computerized Field Lighting System							41,230
6 Train Station Renovations							43,024
7 Gerig Baseball Field Improvements							14,500

109	158	308	330	332	586	615	616	621	
Local Gasoline Tax	Stormwater Utility	W & S Constr.	Cap Imp Certif Constr 2007A	Util Sys Rev Bd Constr. Elec 2007A	Capital Replacement Reserve	Water Syst Dev Cap Trust	Sewer Syst Dev Chgs Cap Trust	Community Redevelop. Trust Fund	Total
7,160,567	5,826,847	4,167,448	1,856,864	10,611,667	5,743,990	2,937,986	4,296,586	3,854,480	58,605,976
4,123,399	4,237,756	4,135,520	-	80,720	4,178,656	484,021	293,936	593,643	21,912,222
4,075,786	3,731,319	-	-	30,000	2,414,560	380,720	84,339	491,679	15,078,298
2,730,273	4,592,199	7,264,303	1,613,648	8,107,788	5,392,033	2,541,287	2,626,576	202,541	38,179,368
2,239,411	4,400,000	3,461,335			2,358,717		472,500		14,298,369
4,953,759	4,342,199	-	-	-	1,093,055	-	-	322,912	13,338,820
1,763,559	1,798,886	4,500,000	243,216	2,554,599	3,381,715	500,000	2,352,107	3,430,991	28,220,081
									495,000
									50,000
2,000									25,000
									16,150
									49,883
									46,000
				147,500					147,500
									49,172
				1,122,000					1,122,000
				1,800,000					1,800,000
				250,000					250,000
				500,000					500,000
				14,000					14,000
					645,072				645,072
									-
									425,000
					1,676,800				1,676,800
					530,235				530,235
1,850,000									2,500,000
									200,000
	700,000								700,000
	500,000								500,000
									28,000
									81,340
			290,000		52,000				342,000
									94,700
									41,230
									43,024
									14,500



Capital Projects & Replacements Funding Plan Summary

Priority							
	*Grants	UNFUNDED AMOUNTS	Other Funding - NON-Capital Funds	091 3/4 Mill Road Improv.	092 Fire/Police Improv.	097 Fire Impact Fees	103 1/8 Mill Neighborhood Enhan.
Total Cash Balance Forward FY2014-2015	-	-	-	8,852,273	2,839,599	708,439	1,850,831
Total Revenue Forecast FY2014-2015	-	-	-	2,711,140	924,865	106,500	470,904
Total Operating Allocated Funds FY2014-2015	-	-	-	1,062,693	199,975	-	583,318
Total CIP Allocated Funds FY2014-2015	-	-	-	7,193,337	831,679	-	709,952
Total Operating Funds Revenue Forecast FY2015-2016	-	-	-	2,994,193	993,264	89,000	506,731
Total Operating Allocated Funds FY2015-2016	-	-	-	2,800,536	1,510,373	814,939	1,151,583
Total CIP Available Funds	-	-	-	3,501,040	2,215,701	89,000	383,613
AIRPORT							
1 Rental Car Wash Area	-	-	50,000	-	-	-	-
DEVELOPMENT SERVICES							
1 Parking Lot For Sitel	-	-	-	-	-	-	-
2 Decorative Street Lights -SE Wenona Avenue	-	-	-	-	-	-	-
3 Bricked Intersection Improvement - SE 8th Street	-	-	-	67,298	-	-	-
ELECTRIC							
1 Overhead/Underground/Lighting Work Orders	-	-	-	-	-	-	-
2 Electrick Feeder Upgrades	-	-	-	-	-	-	-
3 Nuby's Substation Upgrade	-	-	-	-	-	-	-
4 MRMCOil Containment System	-	-	-	-	-	-	-
5 Cable Replacement	-	-	-	-	-	-	-
FACILITIES MAINTENANCE							
FLEET MANAGEMENT							
INFORMATION TECHNOLOGY							
PUBLIC WORKS							
Transportation Engineering							
1 Transportation Rehabilitation & Capital Improvement	-	-	-	2,500,000	-	-	-
2 Quiet Zone Extension	-	-	-	80,000	-	-	-
Stormwater Engineering							
1 Stormwater System Rehabilitation and CIP	-	-	-	-	-	-	-
2 Chazel Park Pond & Tusawilla Pond	241,040	-	-	-	-	-	-
RECREATION & PARKS							
1 Downtown Square Ramp	-	-	-	-	-	-	25,000
2 ADA Project	-	-	-	-	-	-	39,585
3 Ocala Regional Sportsplex - Front Fence	-	-	-	-	-	-	27,000
4 Tom's Park - Pave Parking Lot (16)	-	-	-	52,000	-	-	-
5 Jervey Gantt-North Drive Resurface	-	-	-	60,000	-	-	-
6 Discovery Center	-	-	-	-	-	-	15,000



CITY OF OCALA

Fiscal Year 2015-2016 Capital Improvement Plan



109	158	308	330	332	586	615	616	621	
Local Gasoline Tax	Stormwater Utility	W & S Constr.	Cap Imp Certif Constr 2007A	Util Sys Rev Bd Constr. Elec 2007A	Capital Replacement Reserve	Water Syst Dev Cap Trust	Sewer Syst Dev Chgs Cap Trust	Community Redevelop. Trust Fund	Total
7,548,744	5,238,498	3,264,540	1,455,231	6,522,808	4,817,429	1,217,931	4,262,852	4,054,507	52,633,682
3,933,057	4,504,983	7,767,639	30,000	1,584,000	2,619,773	140,000	400,000	581,260	25,774,121
4,918,083	4,770,485	1,097,889	-	-	-			533,287	13,165,730
2,683,165	4,483,439	9,327,717	1,485,231	4,999,257	6,107,202	1,122,562	3,626,970	3,320,910	45,891,421
2,366,254	4,302,499	10,612,000		4,766,246	6,620,233	7,124,631		600,000	40,975,051
5,413,834	5,525,112	10,612,000	-	4,766,246	7,450,233	-	-	350,200	40,395,056
832,973	(733,056)	606,573	-	3,107,551	500,000	7,360,000	1,035,882	1,031,370	19,930,647
									-
-	-	-	-	-	-	-	-	-	50,000
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	340,000	340,000
-	-	-	-	71,076	-	-	-	-	71,076
-	-	-	-	-	-	-	-	-	67,298
-	-	-	-	-	-	-	-	-	-
-	-	-	-	1,900,000	-	-	-	-	1,900,000
-	-	-	-	370,000	-	-	-	-	370,000
-	-	-	-	700,000	-	-	-	-	700,000
-	-	-	-	75,000	-	-	-	-	75,000
-	-	-	-	500,000	-	-	-	-	500,000
-	-	-	-	-	1,518,720	-	-	-	1,518,720
-	-	-	-	-	5,546,658	-	-	-	6,361,597
-	-	-	-	-	1,333,694	-	-	-	1,333,694
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	2,500,000
-	-	-	-	-	-	-	-	-	80,000
-	-	-	-	-	-	-	-	-	-
-	500,000	-	-	-	-	-	-	-	500,000
-	100,000	-	-	-	-	-	-	-	341,040
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	25,000
-	-	-	-	-	-	-	-	-	39,585
-	-	-	-	-	-	-	-	-	27,000
-	-	-	-	-	-	-	-	-	52,000
-	-	-	-	-	-	-	-	-	60,000
-	-	-	-	-	-	-	-	-	15,000



Capital Projects & Replacements Funding Plan Summary

Priority	091						092	097	103
	*Grants	UNFUNDED AMOUNTS	Other Funding - NON-Capital Funds	3/4 Mill Road Improv.	Fire/Police Improv.	Fire Impact Fees	1/8 Mill Neighborhood Enhan.		
RECREATION & PARKS CONTINUED									
7	Park Sign Replacement Program	-	-	-	-	-	60,000		
8	Lillian Bryant Park - Softball Shade	-	-	-	-	-	10,000		
9	Lillian Bryant Park - Splash Pad Design	-	-	-	-	-	50,000		
10	Ft. King Tennis-ADA Restroom/clubhouse	-	-	-	-	-	105,500		
11	Train Station	-	-	-	-	-	149,230		
12	MLK Tennis Court-New Lighting	-	-	-	-	-	35,000		
TELECOMMUNICATIONS									
1	Annual Fiber Builds - Adding Customer Base	-	590,000	-	-	-	-		
2	Annual Fiber Builds - Road Projects	-	28,000	-	-	-	-		
3	Collector Upgrades-Citywide	-	75,000	-	-	-	-		
WATER & SEWER									
1	Water Main Replacements	-	-	-	-	-	-		
2	Sanitary Sewer Main Improvements	-	-	-	-	-	-		
3	Water Main Service Improvements	-	-	-	-	-	-		
4	Lift Station Improvements	-	-	-	-	-	-		
5	Miscellaneous New Extensions & Improvements	-	-	-	-	-	-		
6	Water/Sewer/Reclaimed Main Extensions	-	-	-	-	-	-		
7	Hookup Customers To City Water & Sewer	-	-	-	-	-	-		
8	Water, Sewer, & Lift Station Reuse Reimbursement	-	-	-	-	-	-		
9	WTP, WRF #1, WRF #2, & WRF #3 Coating	-	-	-	-	-	-		
10	WTP #2 Equip. Improvements Projects	-	-	-	-	-	-		
TOTAL FY2016 CIP REQUESTS		241,040	-	743,000	2,759,298	-	814,939	516,315	
Total Estimated Cash Balance Forward FY2015-2016		-	-	-	6,488,383	2,781,217	89,000	1,017,161	
Total Capital Fund Revenue Forecast FY2015-2016		-	-	-					
TOTAL AVAILABLE FUNDS FY2016-2017		-	-	-	6,488,383	2,781,217	89,000	1,017,161	

*PENDING GRANT AWARD



CITY OF OCALA

Fiscal Year 2015-2016 Capital Improvement Plan



109	158	308	330	332	586	615	616	621	
Local Gasoline Tax	Stormwater Utility	W & S Constr.	Cap Imp Certif Constr 2007A	Util Sys Rev Bd Constr. Elec 2007A	Capital Replacement Reserve	Water Syst Dev Cap Trust	Sewer Syst Dev Chgs Cap Trust	Community Redevelop. Trust Fund	Total
-	-	-	-	-	-	-	-	-	60,000
-	-	-	-	-	-	-	-	-	10,000
-	-	-	-	-	-	-	-	-	50,000
-	-	-	-	-	-	-	-	-	105,500
-	-	-	-	-	-	-	-	-	149,230
-	-	-	-	-	-	-	-	-	35,000
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	590,000
-	-	-	-	-	-	-	-	-	28,000
-	-	-	-	-	-	-	-	-	75,000
-	-	-	-	-	-	-	-	-	-
-	-	500,000	-	-	-	-	-	-	500,000
-	-	500,000	-	-	-	-	-	-	500,000
-	-	150,000	-	-	-	-	-	-	150,000
-	-	550,000	-	-	-	-	-	-	550,000
-	-	800,000	-	-	-	-	-	-	800,000
-	-	-	-	-	-	860,000	960,000	-	1,820,000
-	-	100,000	-	-	-	-	-	-	100,000
-	-	70,000	-	-	-	-	-	-	70,000
-	-	500,000	-	-	-	-	-	-	500,000
-	-	-	-	-	-	6,500,000	-	-	6,500,000
-	600,000	3,170,000	-	3,616,076	8,399,072	7,360,000	960,000	340,000	29,519,740
	341,959	-	-	-	500,000	211,313	1,057,082	2,795,910	-
1,303,696									-
1,303,696	341,959	-	-	-	500,000	211,313	1,057,082	2,795,910	16,585,721



CITY OF OCALA
Fiscal Year 2016-2017 Capital Improvement Plan



Capital Projects & Replacements Funding Plan Summary

FY 2017

Priority			091	092	097	103	109	120	
	*Grants	UNFUNDED AMOUNTS	Other Funding NON-Capital Funds	3/4 Mill Road Improv.	Fire/Police Improv.	Fire Impact Fees	1/8 Mill Neighborhood Enhanc.	Local Gasoline Tax	Sales Tax Fund 1/1/17
	Total Cash Balance Forward FY2015-2016	-	-	10,267,384	1,681,937	781,360	1,828,789	4,729,611	-
	Total Revenue Forecast FY2015-2016	-	-	3,074,600	993,264	145,000	510,000	6,057,450	-
	Total Operating Allocated Funds FY2015-2016	-	-	1,460,618	245,519	-	1,377,157	5,190,819	-
	Total CIP Allocated Funds FY2015-2016	-	-	9,218,906	185,061	814,939	738,898	4,036,559	-
	Total Operating Funds Revenue Forecast FY2016-2017			3,055,208	987,403	100,000	510,201	3,740,528	6,009,023
	Total Operating Allocated Funds FY2016-2017			1,387,445	1,357,886	-	505,500	4,681,856	
	Total CIP Available Funds	-	-	4,330,223	1,874,138	211,421	227,435	618,355	6,009,023
	AIRPORT								
1	Design & Construction new GA Terminal	4,000,000	-	-	-	-	-	-	-
2	Construction of Taxiway A	7,305,900	-	312,100	-	-	-	-	
	DEVELOPMENT SERVICES								
1	Magnolia Street Beautification Project	-	-	-	-	-	-	-	
2	North Mag. Landscaping & Intersection Improv.	-	-	-	-	-	-		
3	Imagine North Magnolia	-	-	-	-	-	-		
4	Parking Automatic License Reading Program	-	-	-	-	-	-	-	
	ELECTRIC								
1	Overhead/Underground/Lighting W/O FY 17	-	-	-	-	-	-	-	
2	Primary Cable Replacement FY17	-	-	-	-	-	-	-	
3	Electric Feeder Upgrades FY17	-	-	-	-	-	-	-	
4	Sharpes Ferry Sub Power Transformer Replacement	-	-	-	-	-	-	-	
5	Shady 2 Sub Power Transformer Replacement	-	-	-	-	-	-	-	
6	Capacitor Control Automation	-	-	-	-	-	-	-	
7	Silver Springs Substation Rebuild	-	-	-	-	-	-	-	
8	Substation Equip Upgrades Spare Power Trans.	-	-	-	-	-	-	-	
	FACILITIES MAINTENANCE	-	-	-	-	-	-	-	
	FLEET MANAGEMENT	-	-	-	-	-	-	-	
	INFORMATION TECHNOLOGY	-	-	-	-	-	-	-	
	PUBLIC WORKS						-		
	Transportation Engineering						-		
1	Transportation Rehab. & Improv. Prog. (TRIP)	-	-	3,500,000	-	-	-	-	
2	Parking Lot Improv. Program (PLIP)	-	-	110,000	-	-	-	-	
	Stormwater Engineering								
1	Drainage Rehab. & Improv. Program (DRIP)	-	-	-	-	-	-	-	
	RECREATION & PARKS								
1	ADA Plan	-	-	19,100	-	-	26,780	-	
2	Park Sign Improvements	-	-	75,500	-	-	-	-	
3	Tuscawilla Park - Parking	-	-	390,000	-	-	-	-	
4	Discovery Center Improvements	-	-	-	-	-	94,600	-	
5	MLK, Jr. Recreation Complex Sports Field Lighting	-	-	-	-	-	105,000	-	
6	Ocala Downtown Market Park	-	-	60,000	-	-	-	-	
7	Scott Springs Park Improvements	-	-	25,000	-	-	-	-	
8	Marimere Park Development	-	-	12,500	-	-	-	-	-
9	Lillian Bryant Park Splash Pad	-	-	-	-	-	-	-	
	TELECOMMUNICATIONS								
1	Alternate Network Operation Center (NOC)	-	-	150,000	-	-	-	-	
2	Commercial Contrtact Build	-	-	3,214,222	-	-	-	-	-
3	Annual Fiber Builds- Adding Customer Base	-	-	624,000	-	-	-	-	
4	City-Wide Partial Network Equipment Upgrade	-	-	125,000	-	-	-	-	
5	Fiber System Over Build	-	-	150,000	-	-	-	-	
6	City-Wide Telephone Equipment Upgrade	-	-	450,000	-	-	-	-	
7	Annual Fiber Builds- Road Projects	-	-	50,000	-	-	-	-	
	WATER RESOURCES								
1	Lift Station Improvements	-	-	-	-	-	-	-	
2	Water/Sewer Line Improvement Program	-	-	-	-	-	-	-	
3	Water & Sewer Facility Coatings	-	-	-	-	-	-	-	
4	Hookup Customers To City Water & Sewer	-	-	-	-	-	-	-	
5	Water & Sewer & Lift Station Reuse Reimb.	-	-	-	-	-	-	-	
6	WTP Lower Aquifer Test Wells	-	-	-	-	-	-	-	
7	Air Upgrades WRF #3	-	-	-	-	-	-	-	
8	Hickory Oaks Water Improvements	-	-	-	-	-	-	-	
	TOTAL FY2017 CIP REQUESTS	11,305,900	-	5,267,422	4,000,000	-	226,380	-	-
	Total Estimated Cash Balance Forward FY2016-2017	-	-	2,528,132	1,002,634	160,421	222,734	618,355	6,009,023
	Total Capital Fund Revenue Forecast FY2016-2017	-	-	-	-	-	-	-	-
	TOTAL AVAILABLE FUNDS FY2017-2018	-	-	2,528,132	1,002,634	160,421	222,734	618,355	6,009,023



CITY OF OCALA
Fiscal Year 2016-2017 Capital Improvement Plan



158	308	330	332	586	615	616	620	621	622	623	
Stormwater Utility	Water Resources Constr.	Cap Imp Certif Constr 2007A	Util Sys Rev Bd Constr. Elec 2007A	Capital Replacement Reserve	Water Syst Dev Cap Trust	Sewer Syst Dev Chgs Cap Trust	CRA - East Ocala	CRA - Downtown	CRA - North Magnolia	CRA- West Ocala	Total
5,828,162	9,420,227	596,415	3,191,097	3,207,948	783,699	3,148,814	-	3,209,870	1,040,168	-	49,715,481
6,681,951	10,612,000	30,000	6,057,974	6,120,233	149,405	592,374	-	333,644	311,952	-	41,669,847
4,719,149	1,731,118	4,540	-	-	163,390	1,671,006	-	44,258	81,702	-	16,689,276
6,201,660	17,358,145	591,875	8,905,788	8,954,367	-	-	-	3,158,635	942,635	-	61,107,468
5,253,948	3,670,000	-	6,792,316	7,008,433	121,600	393,000	55,899	377,342	267,349	147,946	38,342,250
5,908,925	-	-	-	7,004,898	-	-	-	25,088	27,500	-	20,899,098
934,327	4,612,964	30,000	7,135,599	377,349	891,314	2,463,182	55,899	692,875	567,632	147,946	31,031,736
-	-	-	-	-	-	-	-	-	-	-	4,000,000
-	-	-	-	-	-	-	-	-	-	-	7,618,000
-	-	-	-	-	-	-	-	275,000	-	-	275,000
-	-	-	-	-	-	-	-	-	67,000	-	67,000
-	-	-	-	-	-	-	-	-	100,000	-	100,000
-	-	-	-	-	-	-	-	12,000	-	-	12,000
-	-	-	1,938,000	-	-	-	-	-	-	-	1,938,000
-	-	-	500,000	-	-	-	-	-	-	-	500,000
-	-	-	1,365,000	-	-	-	-	-	-	-	1,365,000
-	-	-	600,000	-	-	-	-	-	-	-	600,000
-	-	-	600,000	-	-	-	-	-	-	-	600,000
-	-	-	300,000	-	-	-	-	-	-	-	300,000
-	-	-	900,000	-	-	-	-	-	-	-	900,000
-	-	-	600,000	-	-	-	-	-	-	-	600,000
-	-	-	-	583,995	-	-	-	-	-	-	583,995
-	-	-	-	4,496,722	-	-	-	-	-	-	4,496,722
-	-	-	-	1,919,060	-	-	-	-	-	-	1,919,060
-	-	-	-	-	-	-	-	-	-	-	3,500,000
-	-	-	-	-	-	-	-	-	-	-	110,000
500,000	-	-	-	-	-	-	-	-	-	-	500,000
-	-	-	-	-	-	-	-	-	-	-	45,880
-	-	-	-	-	-	-	-	-	-	-	75,500
-	-	-	-	-	-	-	-	-	-	-	390,000
-	-	-	-	-	-	-	-	-	-	-	94,600
-	-	-	-	-	-	-	-	-	-	-	105,000
-	-	-	-	-	-	-	-	-	-	-	60,000
-	-	-	-	-	-	-	-	-	-	-	25,000
-	-	-	-	-	-	-	-	-	-	-	12,500
-	-	-	332,599	-	-	-	-	-	-	-	332,599
-	-	-	-	-	-	-	-	-	-	-	150,000
-	-	-	-	-	-	-	-	-	-	-	3,214,222
-	-	-	-	-	-	-	-	-	-	-	624,000
-	-	-	-	-	-	-	-	-	-	-	125,000
-	-	-	-	-	-	-	-	-	-	-	150,000
-	-	-	-	-	-	-	-	-	-	-	450,000
-	-	-	-	-	-	-	-	-	-	-	50,000
-	550,000	-	-	-	-	-	-	-	-	-	550,000
-	2,200,000	-	-	-	-	-	-	-	-	-	2,200,000
-	500,000	-	-	-	-	-	-	-	-	-	500,000
-	100,000	-	-	-	-	-	-	-	-	-	100,000
-	270,000	-	-	-	-	-	-	-	-	-	270,000
-	-	-	-	-	800,000	-	-	-	-	-	800,000
-	1,000,000	-	-	-	-	-	-	-	-	-	1,000,000
-	450,000	-	-	-	-	-	-	-	-	-	450,000
500,000	5,070,000	-	7,135,599	6,999,777	800,000	-	-	287,000	167,000	-	41,759,078
2,469,256	12,383,896	-	343,283	-	769,714	2,070,182	-	388,830	363,023	-	
							55,899		267,349	147,946	
2,469,256	12,383,896	-	343,283	-	769,714	2,070,182	55,899	388,830	630,372	147,946	29,800,677



APPENDIX B:

COMMUNITY ORGANIZATION LETTERS

1. NEIGHBORHOOD CITIZENS OF NORTH WEST OCALA (NCNWO)
2. GOVERNOR'S WEST OCALA NEIGHBORHOOD REVITALIZATION COMMITTEE (GWONRC)
3. CAREERSOURCE
4. WEST OCALA CRA ADVISORY COMMITTEE
5. BROWNFIELDS ADVISORY COMMITTEE
6. OCALA MARION COUNTY CHAMBER OF ECONOMIC PARTNERSHIP (CEP)
7. FLORIDA BROWNFIELDS ASSOCIATION (FBA)



Neighborhood Citizens of Northwest Ocala Inc.

"A neighborhood making a difference"

Ruth E. Reed, CEO

ruthreed2006@earthlinkmail.com

P.O. Box 6548 • Ocala, FL 34478 • 352-351-0688 (H) • 352-208-2233 (C)

Melanie Gaboardi
Director, Revitalization Strategies
City of Ocala
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

Dear Ms. Gaboardi,

As you know, Neighborhood Citizens of Northwest Ocala, Inc. (NCNWO) has been and will continue to be a staunch advocate of environmental issues and supporter of redevelopment of areas of northwest Ocala. With the current economic changes, now is an even better time to address redevelopment projects all over northwest Ocala. Here, as in many other cities, there is an acute lack of affordable housing. The housing stock in northwest Ocala is older and in many cases, quite dilapidated. There is also a lack of grocery stores and health care facilities.

Our group understands a single Brownfield Assessment grant award may not be the answer to all of these problems, but if it helps to spark redevelopment, it would be one of the most important steps toward building a better community here.

As chair of NCNWO, I am also a part of three groups that meet regularly with the support of the City of Ocala: Ocala Leadership Group, the West Ocala CRA Advisory Committee and the Brownfield Advisory Committee. This allows me to further advocate for environmental issues and redevelopment in our community. As demonstration of our support, NCNWO will continue to solicit and provide input from northwest Ocala citizens for the purposes of identifying possible brownfield sites. We will also continue to advocate for environmental issues and the redevelopment of these sites.

Thank you for considering the City of Ocala's grant application.

All the best,

Mrs. Ruth Reed
Neighborhood Citizens of Northwest Ocala, Inc.



Board Members

October 10, 2017

President
Dennis McFatten

Dear Ms. Gaboardi:

Vice President
Rodney Smith

Treasurer
Ire Bethea

Secretary
June Dailey

Members

Carolyn Adams
Alonzo Braddon
Barbara Brooks
Monica Bryant
Scott Hackmyer
James Haynes, Jr.
William James
Shatasha Jones

The Governor's West Ocala Neighborhood Revitalization Council (GWONRC) offers the City of Ocala its support for the FY2018 EPA Brownfields Assessment Grant application. The City of Ocala has made great efforts in identifying sites and corridors for redevelopment in the West Ocala community. The creation of the Ocala 2035 Vision, the West Ocala Community Plan and most recently, the designation of the West Ocala Community Redevelopment Area demonstrate the City's commitment to revitalizing our community. However, the City is in need of assistance to continue its efforts.

While many sites have been mitigated over the years through the City's previous Brownfields efforts, there are still numerous properties (Phoenix Heights, SR40 Corridor and an old landfill site) which need assessment. Through the Brownfields program these sites can be assessed, and their hazardous substances and petroleum contamination and stigma eliminated. The removal of contamination on these blighted, abandoned, and/or stigmatic properties would energize redevelopment and investment in our community.

It is the mission of the GWONRC to work with government and community organizations in revitalizing West Ocala. The Council was created by the Governor of Florida in the 1990's to help address and foster solutions concerning environmental, economic and social issues facing the community. We identify our support role in regard to the Brownfields application, as a beacon of community outreach and guidance within the West Ocala neighborhood. Our organization will seek community input and provide awareness of the Brownfields program through community/advocacy meetings. The Council will also serve as the accountability voice concerning the efforts undertaken by the Brownfields Advisory Board and the City. We feel that Brownfields funding is greatly needed in West Ocala and we strongly support the City of Ocala in pursuing a F Y 2018 Brownfields Assessment grant to continue revitalization efforts in our community and throughout the City.

Michelle Mongeluzzo

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis McFatten', written over a horizontal line.

Dennis McFatten, President GWONRC



Enterprise Center
3003 SW College Rd, Suite 205
Ocala, FL 34474
352 873-7939/800 434-5627
careersourceclm.com

October 26, 2017

Melanie Gaboardi
Director Revitalization Strategies City of Ocala
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

Dear Ms. Gaboardi,

CareerSource Citrus Levy Marion (CSCLM) anticipates a continuing partnership with the City of Ocala and gladly provides this letter of support as it seeks FY 2018 grant funding from the Environmental Protection Agency for assessment of brownfields. We appreciate the potential this grant project of \$300,000 has to support future business development projects and attract new employers to this area.

CSCLM serves as a catalyst to mobilize and integrate all private and public partners to effectively educate, train, and place individuals with the necessary resources and skills to fulfill employer needs. We offer a dynamic and comprehensive workforce investment system through our CSCLM workforce centers. Our continued partnership with the City of Ocala helps us accommodate job seekers and employers by assisting in the land redevelopment process which returns properties to a productive use.

Should the City of Ocala be awarded this grant request, CSCLM would continue to support efforts by providing our workforce services to job seekers and employers that include: use of resource rooms, equipment to conduct education and training, job referrals and job matching services, referrals to partnering agencies and labor market information on growth industries to recruit development interest.

Please keep us informed of the grant process. Should we be able to be of further assistance, do not hesitate to contact me at 352-861-1650.

Sincerely,

Thomas E. Skinner Jr.
Chief Executive
Officer



21 September 2017

Ms. Melanie Gaboardi
Director Revitalization Strategies
City of Ocala
201 SE 3rd Street
Ocala, FL 34471

Dear Ms. Gaboardi,

The West Ocala Community Redevelopment Area Advisory Committee is in full support of the City of Ocala's application for a FY 2018 Brownfields Assessment Grant. The Committee will demonstrate its support by assisting City staff in prioritizing brownfield sites for assessments and redevelopment. The Community Redevelopment Area may also be able to provide a level of funding for redevelopment projects.

Thank you for considering the City of Ocala's application.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Elgin Carelock'.

Elgin Carelock
Chair, West Ocala Community Redevelopment Advisory Committee



21 September 2017

Ms. Melanie Gaboardi
Director Revitalization Strategies
City of Ocala
201 SE 3rd Street
Ocala, FL 34471

Dear Ms. Gaboardi,

The Ocala Brownfields Advisory Committee is in full support of the City of Ocala's application for a FY 2018 Brownfields Assessment Grant. The Committee will demonstrate its support by assisting City staff in identifying and prioritizing brownfield sites for assessment and redevelopment. Additionally, the Committee will act as a champion for brownfield redevelopment, educating citizens about the program and why it is important to clean up and redevelop these sites.

Thank you for considering the City of Ocala's application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elgin Carelock".

Elgin Carelock
Chair, Brownfields Advisory Committee

24 October 2017

Ms. Melanie Gaboardi
Director, Revitalization Strategies
City of Ocala
201 SE Third Street
Ocala, FL 34471-2148

Dear Ms. Gaboardi:

On behalf of the Ocala/Marion County Chamber & Economic Partnership (CEP), thank you for making this grant request of the FY2017-2018 EPA Brownfields Assessment Grant. This initiative helps the City of Ocala begin to reverse the effects of the housing bust and economic downturn only the most innovative small and mid-sized cities can accomplish with the help of forward-thinking grantors dedicated to redevelopment.

The CEP and the City of Ocala have a long-standing tradition of partnering to improve the local business climate, economic vitality and quality of life in our community. Now, more than ever before, this partnership is fundamental to the development of programs, initiatives and events that create a healthy and prosperous environment which can be sustained long-term. The CEP's membership is composed of a multitude of business types all with varying needs. As businesses seek to develop or expand, this creates a greater demand for developable property. The brownfields area provides a great opportunity for the expansion of resources throughout our community. Indeed, our strength lies in growth and creating an inventory of resources from which to draw ideas, energy and finances.

The job of environmental assessments in Ocala is not small. I understand that nearly 100 brownfield sites representing nearly 1100 acres of land need environmental assessment. A large amount of these properties are located in the West Ocala Community, one of the top areas we believe has the greatest potential for game-changing expansion.

With rents rising and occupancy rates reaching capacity, the need for affordable infill redevelopment is key to long-term growth and sustainability. These environmental assessment funds will assist toward helping Ocala achieve greater redevelopment potential and impact.

Thank you for the opportunity to help obtain these important funds.

Sincerely,



Kevin T. Sheilley
President & CEO



November 13, 2017

BOARD OF DIRECTORS

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Michael Sznajstajler
Past President
Cobb Cole

City of Ocala
201 SE 3rd Street
Ocala, Florida 34471
Attention: Melanie Gaboardi, MBA- Director, Revitalization Strategies Department

RE: 2018 EPA Brownfields Assessment Grant Application
Letter of Commitment and Support

Dear Ms. Gaboardi,

Please accept this letter of commitment and support on behalf of the Florida Brownfields Association (FBA) for the City of Ocala's 2018 EPA Brownfields Assessment Grant Application in the amount of \$300,000. The FBA is excited that the City of Ocala (City) looks to focus on the historical West Ocala community, a 9.5 square mile historical African-American community, still predominantly a minority community today. By focusing assessment activities in this area, it is our understanding this will lead to potentially improved recreational and healthcare services for area residents, in addition to mixed commercial-residential redevelopment for the community.

The FBA is a non-profit, volunteer, service organization consisting of a group of environmental stakeholders and professionals who provide Brownfields information, assistance, and redevelopment strategies to communities and the public in the interest of cleaning up and redeveloping contaminated properties and revitalizing areas. As such, the FBA is committed to assist the City with public outreach materials and educational programs produced by FBA to encourage participation within the City's brownfield program. These materials are designed to help residents and stakeholders gather a better understanding of the benefits of the US EPA Brownfields Program and the complimentary and well-funded state FDEP program.

Finally, a number of members of our organization within the area are willing to serve on the City's Brownfields Task Force and participate in Community Engagement efforts. The Florida Brownfields Association would be able to provide a speaker to support a Brownfields 101 Workshop at the onset of the proposed project to assist with these efforts.

Sincerely,

A handwritten signature in blue ink that reads "Tom E. Lewis".

Tom E. Lewis, P.G.
President -Florida Brownfields Association



APPENDIX C:

THRESHOLD CRITERIA & OTHER FACTORS CHECKLIST

1. Applicant Eligibility

The City of Ocala, Florida is eligible to apply for EPA Brownfields Assessment Grant funds because it is a local unit of government as defined under 40 CFR Part 31.1.

2. Community Involvement

See Appendix for Letters of Support

The City will prepare a formal Community Involvement Plan (CIP) that will rely on input from all citizens, and will outline planned community engagement activities, schedule and key players.

The City will continue to seek meaningful input from all residents of the city and those within the target community throughout the project period using several methods. First is the use of existing City committees. Already in place is the Brownfields Advisory Committee (BAC), made up of concerned citizens, professionals and business owners recruited by means of their engagement in current civil and business organizations. Several members of the BAC are residents of the West Ocala target community. The committee will be integral with site selection, reuse planning and overall redevelopment activities. Additionally, many on the BAC are also members of the West Ocala Community Redevelopment Area Advisory Committee.

The Neighborhood Citizens of Northwest Ocala (NCNWO) will be a lynchpin in garnering engagement from the community. NCNWO includes leaders of 11 other West Ocala community based groups as its members. Governor's West Ocala Neighborhood Revitalization Committee (GWONRC) is another community based group where neighborhood leaders can be engaged to inform and involve stakeholders. City staff has attended the meetings of both these groups for many years, and will continue to do so.

Secondly, the City will utilize various outlets to communicate with, seek input from and inform citizens of Brownfields activities. These include property postings/community notification signage, announcements, brochures, public meetings and presentations to community organizations (NCNWO and affiliated civic clubs, neighborhood improvement organizations, business associations, with individuals/groups of stakeholders). Community service announcements will be made on the City's website, local public FM radio stations 89.5, 93.7 and 98.5, as well as neighborhood newspapers, *Ocala Star Banner* and local online news outlet, *Ocala Post* (<http://www.ocalapost.com/>).

Website and brownfields links have already been implemented to communicate with the public and seek input on identifying brownfield sites. The grant Work Plan and final budget will be posted on the City website and hard copies will be available at City Hall and the Public Library to ensure access for those without computer/internet technology or experience. Document availability and solicitation of comments will be announced to the public via the City's website, the media outlets discussed above, and notifications to key community groups identified above. Comments regarding the proposed project and allocation of grant funds will be accepted verbally, via electronic communication (including through Facebook and LinkedIn pages), in writing, and will be publicly discussed during noticed public meetings. The City will partner with the NCNWO to conduct community meetings and disseminate information. Input will be sought on

assessment and cleanup site selection, cleanup alternatives, and reuse planning. A minimum of four (4) public meetings/events are planned at project milestones. Additional meetings and presentation of project information with organizations and interest groups will be offered throughout grant implementation. The City will provide bilingual printed materials (English/Spanish) and will utilize bilingual staff for translation to the growing Hispanic resident population within West Ocala.

3. Site Eligibility and Property Ownership Eligibility.

NOT APPLICABLE



Appendix 3 - Regional Priorities Form/Other Factors Checklist

Name of Applicant: City of Ocala, Florida

Regional Priorities Other Factor

If your proposed Brownfields Assessment project will advance the regional priority(ies) identified in Section I.F., please indicate the regional priority(ies) and the page number(s) for where the information can be found within your 15-page narrative. Only address the priority(ies) for the region in which your project is located. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal, it will not be considered during the selection process.

Regional Priority Title(s):

Region #4: Assistance to Communities That Have Limited In-House Capacity to Manage Brownfield Projects – *This regional priority includes proposed projects that provide support to communities that have limited capacity or administrative infrastructure to effectively manage brownfields programs. Proposals that include partnerships among governmental entities having shared jurisdiction over the target sites (e.g. state, regional authorities, local governments) relate to this priority.*

Page Number(s): ___N/A___

Assessment Other Factors Checklist

Please identify (with an x) which, if any, of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	Page #
<i>None of the Other Factors are applicable.</i>	
Community population is 10,000 or less.	
The jurisdiction is located within, or includes, a county experiencing “persistent poverty” where 20% or more of its population has lived in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates.	
Applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
Target brownfield sites are impacted by mine-scarred land.	
Project is primarily focusing on Phase II assessments. The City has defined clear goals and we are anticipating that a primary focus will be Phase II ESAs.	Page 3
Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion, by identifying in the proposal the amounts and contributors of resources and including documentation that ties directly to the project.	Appendix A
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	