



Find your place

December 16, 2014

Environmental Management Support, Inc.
Mrs. Edie Findeis Cromwell
8601 Georgia Avenue, Suite 500
Silver Spring, MD 20910
Phone 301-589-5318

Dear Mrs. Cromwell:

The City of Ocala, Florida is pleased to submit the enclosed application to the FY15 US EPA Brownfields Program for a community-wide assessment grant in the amount of \$400,000 (\$200,000 for Hazardous Substances Assessments and \$200,000 for Petroleum Assessments).

West Ocala, a large portion of focus of this application is a primarily minority based neighborhood, developed following the Civil Rights movement of the 1960's, with residential areas being built in proximity to industrial sites. Industries have since closed, leaving behind abandoned, dilapidated buildings with a potential for unknown sources of contamination. The West Ocala community has *substantial and pervasive levels of poverty*. Approximately 35% of the West Ocala population is below the poverty level. This is more than one and a half times the city rate of 22.6% and is approximately two times the county rate of 17.3%. Transportation is a challenge for the community with 48% of the residents having no access to personal transportation, compared to 12% and 6% for the city and county respectively. To compound the poverty and disadvantages that exist in West Ocala, this area is surrounded by, and included in, the seven zip codes in Marion County with the highest rates of violent crimes, percentage of children in free and reduced lunch programs, and incidences of family violence in Marion County.

In order to inventory and prioritize Brownfield sites within its community, the City has developed the Ocala Brownfields Information System (OBIS), a computer database program. *Over ninety contaminated sites* have been identified in the downtown Community Redevelopment Area (CRA). The City of Ocala has been able to identify, inventory, categorize, and monitor *forty-six additional sites* of environmental concern in the Ocala Brownfields Area.

Ocala is requesting \$200,000 in brownfields hazardous substance assessment funding and an additional \$200,000 in petroleum assessment funding from the US EPA to address additional assessment activities in its recently expanded brownfields area. The City has expanded the OBA to include West Ocala, one of the poorest sections of the community. The City is proposing a three year time frame in which to complete the following tasks:

- 30 Phase I Assessments;
- 12 Phase II Assessments;
- 4 Analysis of Brownfield Cleanup Alternatives (ABCA's) or Reuse Plans and
- Public Outreach

In addition to the measurable outputs listed above, the City will continue health monitoring, provide project oversight, continue public engagement and conduct programmatic support activities at its own expense. The value of these in-kind services is \$80,000. Although eligible and allowable costs, the City will leverage its own dollars to cover these expenses in order to maximize

the productivity of awarded federal funds. ***98.75% of the budget for the grant award detailed within the application will be directly used for assessment and cleanup planning activities.***

The City believes that with the right tools, brownfields redevelopment can be financially rewarding for all, while providing environmental, social and public health benefits to the community. It has been proven that successful redevelopment of such sites is possible with past successes; the City strives to extend this success to West Ocala. Adequate infrastructure exists to support redevelopment. Roadway and transit service, as well as water, sewer and utility lines are already in place in West Ocala. This redevelopment effort will maximize the public investment made in these structures and will provide abundant benefits discussed within the application to a deserving community.

Required Information	
a. Applicant Information:	The City of Ocala, Florida 201 SE 3 rd Street Ocala, FL 34471
b. Applicant DUNS Number:	0559474280000
c. Funding Request:	<i>i. Grant type:</i> – Assessment <i>ii. Federal Funds Requested:</i> \$400,000 <i>iii. Contamination:</i> Hazardous Substances \$200,000 and Petroleum \$200,000 <i>iv. Community-wide Assessment</i>
d. Location:	City of Ocala, Florida
e. Site Locations:	Not applicable
f. Contacts:	<i>i. Project Director:</i> Melanie Gaboardi; 201 SE 3 rd Street ; Ocala, FL 34471; 352-629-8312; mgaboardi@ocalafl.org <i>ii. Highest Ranking Elected Official:</i> Jay Musleh City Council President; 110 S.E. Watula Avenue; Ocala, FL 34471; jmcleod@ocalafl.org
g. Date Submitted:	December 19, 2014
h. Project Period:	Three years
i. Population:	City of Ocala, FL: 57,468 US Census 2013 estimate
j. Special Considerations:	See attached

The City appreciates the opportunity to apply for FY15 EPA Brownfields Assessment funding to support environmental justice efforts and restoration of economic vitality within its communities. If you have any questions, please do not hesitate to contact the persons above.

Sincerely,

Jay Musleh
City Council President

Appendix 3 Other Factor Checklist

Name of Applicant: City of Ocala

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 #
	Community population is 10,000 or less	
	Federally recognized Indian tribe	
	United States territory	
	Applicant will assist a Tribe or territory	
	Targeted brownfields sites are impacted by mine-scarred land	
	Targeted brownfields sites are contaminated with controlled substances	
	Recent natural disaster(s) (2006 or later) occurred within community, causing significant community economic and environmental distress	
	Project is primarily focusing on Phase II assessments.	
x	Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion by identifying amounts and contributors of funding in the proposal and have included documentation	7
	Community experienced manufacturing plant closure(s) (2008 or later) tied to the targeted brownfields sites or project area, including communities experiencing auto plant closures due to bankruptcy or economic disruptions.	
x	Recent (2008 or later) significant economic disruption (<u>unrelated</u> to a natural disaster or manufacturing/auto plant closure) has occurred within community, resulting in a significant percentage loss of community jobs and tax base.	1, 4&5
	Applicant is a recipient or a core partner of a HUD-DOT-EPA Partnership for Sustainable Communities (PSC) grant that is directly tied to the project area, and can demonstrate that funding from a PSC grant has or will benefit the project area. To be considered, <u>applicant must attach documentation</u> which demonstrates this connection to a HUD-DOT-EPA PSC grant.	
	Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant	
	Community is implementing green remediation plans.	
	Climate Change	



Threshold Criteria See Transmittal Letter

Ranking Criteria

1. Community Need

a. Targeted Community and Brownfields –

i.) **Targeted Community Description:** The City of Ocala (City), located in Marion County, is situated 35 miles south of Gainesville and 70 miles northwest of Orlando. In 2013, the population of the City was 57,468 and total land area is 44.83 square miles. Famous for its sprawling equestrian farms, world class thoroughbred horses and once pristine natural springs, Ocala is home to the second largest national forest in the state and the Florida Scenic Trail; the area is a nature lover’s paradise. Serviced by railroad lines since the late 1880’s, the City’s historical industries included lumber mills, cigar manufacturing, citrus and meat packing facilities, fertilizer plants, railroad depots, and farm supply centers. Later, automobile dealerships, service stations, dry cleaning facilities and other pollution generating commercial activities were added. These industries have left their mark and have created an abundance of brownfield sites within the City.

West Ocala, a minority neighborhood, is the primary targeted community. Many of its residential and institutional uses developed in close proximity to industrial sites in the mid 20th century. These industries, now closed, left behind abandoned, dilapidated buildings with a potential for unknown sources of contamination. A former charcoal plant and landfill located near neighborhood and retail uses represent catalytic redevelopment opportunities, including multi-family residential, grocery store and food distribution operation. In 2012, the USDA declared West Ocala as a food desert, an urban neighborhood without ready access to fresh, healthy, and affordable food.

Sensitive Populations: Sensitive populations in Ocala include children (22.4%), minorities (29.3%), elderly (17.2% age 65+), and low income persons (22.6% living below the poverty level (U.S. Census Bureau 2013 QuickFacts). In West Ocala, of families with children under the age of 18 and one head of household, 59.9% were headed by single females.

Minorities: Ocala has a growing minority population with 20.9% of the City being African American and 11.7% classified as Hispanic (2010 Census). Minority populations in the West Ocala area are much higher, estimated at 78.8%. The percentage of minorities in Florida is 43.9%.

Low Income: In Ocala, 22.6% of families live below the poverty level, compared with 17.3% of Marion County and 15.6% of Florida (U.S. Census Bureau 2013 QuickFacts). In West Ocala, 34% of households are below the poverty level. The per capita income in West Ocala is \$10,206 as compared to the City per capita income of \$22,215. Forty percent of the households within West Ocala have incomes less than \$15,000 and 33% of the households have incomes between \$15,000 and \$34,999 (2012).

Unemployment: The September 2014 unemployment rate for Marion County was 7.1% while the state rate was 6.0% (US Bureau of Labor Statistics). The Ocala metropolitan statistical area continued to have the lowest job growth rate in Florida at a negative 1.3%, for a loss of 1,200 jobs compared to the previous year. In fact, since 2008, Ocala lost over 4,028 jobs to mass layoffs within its community (See Appendix D).

Housing Crisis: The Great Recession and real estate market crash resulted in high rates of foreclosure and plummeting home values. Despite improvement in foreclosures nationally, Ocala registered the highest foreclosure rate in the country in July of 2014, four times the national average. Ocala’s foreclosure numbers for December 2014 indicate 1 in every 430 properties is in foreclosure and in West Ocala, 1 in 301 (RealtyTrac). Thirty-three percent of the city’s homeowners have negative equity while 31.3% of homeowners in West Ocala are under water. The mean home value in West Ocala is 43% of the citywide mean home value. Since 2007, Ocala has experienced a drastic decrease in property values, 25%. While a miniscule rebound has begun, (less than 2% in the last year) Ocala’s market is still considered unhealthy



(Zillow Market Statistics). The City's property tax base has realized substantial losses. Revenue projections for FY 2014-15 mark the 7th consecutive year of local government cutbacks due to the combined economic downturns of declining property values, recession, and low consumer confidence that left central Florida's cities struggling with significant, recurring budget deficits.

Educational Attainment: Limited education of residents makes industry sector growth and reemployment difficult. Of the City's adult residents, 40% lack a college degree, 4.6% have not completed high school, and only 17% have a Bachelor's degree (*Employ Florida*). In West Ocala, 19% have no High School Diploma, and 20% lack a college degree while only 7% have a Bachelor's degree.

Children and Pregnant Women: In 2012, an estimated 12,873 children (under 18) resided in the City or 22.4% of the population. In West Ocala, children represent 32.2% of its population. Five elementary and middle schools are located in West Ocala. The city is comprised of 52.4 % women; only 5% is of child bearing age, compared to 52.9% and 40.9%, respectively in West Ocala West Ocala is subject to higher rates of poverty and subsequently at greater health risk from environmental factors, due in large part that they are likely to live in older, substandard housing units.

ii.) Demographic Information --

Demographic Data

	Population:	Unemployment:	Poverty Rate:	Percent Minority:	Per capita income:	Foreclosure Rate	< High School
West Ocala	3,817 ⁷	14.20% ⁷	35% ⁷	78.8% ⁷	\$10,206 ⁷	1 of 301 ⁵	19% ⁷

Demographic Data Comparison

	West Ocala	City of Ocala	Marion County	State of Florida	United States
Population:	3,817 ⁶	57,468 ¹	337,362 ¹	19,552,860 ¹	316,148,990 ¹
Children	32.2% ⁶	24.6% ⁶	18.9% ¹	20.6% ¹	23.3% ¹
Women of child bearing age	40.9% ⁶	37.9% ⁶	N/A	N/A	N/A
Unemployment:	14.2% ²	7.1% ²	7.1% ²	6.0% ²	5.8% ²
Poverty Rate:	35% ¹	22.6% ¹	17.3% ¹	15.6% ¹	14.9 % ¹
Percent Minority:	78.8.% ⁷	29.3% ¹	16.9% ¹	21.9.% ¹	22.3% ¹
Median Household Income:	\$20,299 ⁷	\$36,784 ¹	\$39,770 ¹	\$47,309 ¹	\$53,046 ¹
Per capita income:	\$10,206 ⁷	\$23,302 ¹	\$21,992 ¹	\$26,236 ¹	\$28,155 ¹
Foreclosure rate	1 of every 301 ⁵	1 of every 430 ⁵	1 of every 465 ⁵	1 of every 462 ⁵	1 of every 1170 ⁵
< High School	19% ⁷	4.6% ⁷	13.9% ¹	14% ¹	14% ¹

¹ 2010 U.S. Census Quickfacts data <http://www.census.gov/> ² Bureau of Labor Statistics and is available at www.bls.gov ³ 2009 http://www.citydata.com/county/Marion_County-FL.html & <http://www.census.gov> ⁴ ESRI Tapestry Lookup at http://www.esri.com/data/esri_data/tapestry ⁵ Realty Trac at www.realtytrac.com ⁶ Gibbs Ocala Supermarket Feasibility Analysis at: http://www.ocalafl.org/uploadedFiles/Ocala2035Vision/West_Ocala_Plan/Gibbs%20Supermarket%20Feasibility%20Analysis.pdf ⁷ Great Gateways and Viable Corridors CRA Redevelopment Plan at: http://www.ocalafl.org/uploadedFiles/CMO_Services/Purchasing/2014/Bid_Documents/RFQ_GRM_14_001_Addendum_1.pdf



The West Ocala community has **substantial and pervasive levels of poverty**. Approximately 35% of the West Ocala population is below the poverty level; this is approximately one and two-thirds times the city rate of 22.6%. Transportation is a challenge for the community, 48% of residents have no access to personal transportation, compared to 12% and 6% for the city and county, respectively. West Ocala and its surrounding neighborhoods have the highest rates of violent crimes, percentage of children in free and reduced lunch programs, and incidences of family violence in Marion County.

iii.) **Brownfields** -- The City initiated its brownfields program in 1996. Ocala's Brownfields Area (OBA) covers a total area of 7.8 square miles, and nearly 45% of the OBA is located in West Ocala. In order to inventory and prioritize brownfields, the City developed the Ocala Brownfields Information System (OBIS), a computer database program. Over ninety contaminated sites have been identified in the OBA, and 46 additional sites have been categorized as sites of environmental concern. This application requests funds to expand the assessment of these sites. Appendix E contains a list of potentially contaminated sites.

A study conducted by Environmental Data Resource, Inc. (EDR) revealed 429 additional potential brownfield sites within a 2-mile radius of the urban center. An individual database search conducted through a review of EPA and FDEP public database search engines revealed 1,337 potential sites. The tables below provide a summary of these findings.

Based on 2 mile Central Radius		#	Source (through EDR)
UST	Registered Underground Storage Tank Sites	193	FDEP Storage Tank Database
LUST	Leaking Underground Storage Tank Sites	104	FDEP Tank Facility Discharge Database
AST	Aboveground Storage Tank Sites	27	FDEP Storage Tank Database
LAST	Leaking Aboveground Storage Tank Sites	6	FDEP Tank Facility Discharge Database
RCRA			
LQG	RCRA Large Quantity Generator	0	EPA RCRA Database
SQG	RCRA Small Quantity Generator	32	EPA RCRA Database
CESQG	Conditionally Exempt SQG	21	EPA RCRA Database
Non-Generator	RCRA Non-Generator (accumulation) Site	38	EPA RCRA Database
SWF/LF	Solid Waste/Landfill Facility	1	State/tribal Database
CERCLIS	Typically Superfund Sites	1	EPA RCRA Database
IC	Institutional Controls	1	FDEP IC Registry
MGP	Manufactured Gas Plants	1	EDR Proprietary Database
Priority DC	Priority Dry Cleaner (documented impacts)	4	FDEP Dry Cleaning Program
TOTAL		429	
City-wide Data Based on Agency Database Searches		#	Individual Database Searches
UST	Registered Underground Storage Tank Sites	747	FDEP Storage Tank Database
LUST	Leaking Underground Storage Tank Sites	269	FDEP Tank Facility Discharge
Dry Cleaners	Registered Dry Cleaners with Tanks	23	FDEP Tank Facility Discharge
RCRA			
LQG	RCRA Large Quantity Generator	4	EPA RCRA Database
SQG	RCRA Small Quantity Generator	130	EPA RCRA Database
CESQG	Conditionally Exempt SQG	159	EPA RCRA Database
Used Oil Handlers	Used Oil Handlers	4	EPA RCRA Database
CORRACTS	RCRA – Subject to Corrective Action	1	EPA RCRA Database
TOTAL		1,337	

iv.) **Cumulative Environmental Issues**— No new private investment has occurred in West Ocala in 45 years. In 2013, City Council designated 65% of West Ocala's geographic area as a Community Revitalization Area (CRA). According to Florida Statutes, a CRA designation requires the existence of a substantial number of deteriorated or deteriorating structures, economic disuse illustrated by a decrease in aggregate assessed property values, faulty lot layout unsuitable to contemporary development standards, unsanitary or unsafe conditions, and physical deterioration of site. In 2009, the State Legislature authorized



the establishment of an Enterprise Zone. Enterprise Zones are established in areas demonstrating pervasive poverty, unemployment and general distress. Nearly 25% of the West Ocala Community Redevelopment Area falls within the Enterprise Zone. It is important to note that a much higher percentage of West Ocala is eligible for both CRA and Enterprise Zone designation. During the time period 2007-2012, there were 2,734 code violations, and in 2013, between 115 and 220 septic tanks are estimated to exist in West Ocala. The number of brownfields, economic and physical condition of the targeted community, state designation as a CRA and EZ support the conclusion of need for the Brownfields Assessment Grant (West Ocala CRA Finding of Necessity).

b. Impacts on Targeted Community – According to <http://www.countyhealthrankings.org>, Marion County ranks 44th of the 67 Florida counties in overall community health. The demographic information including level of poverty, limited education, limited transportation options and number of children in the targeted community contribute to this ranking. Since Ocala is the largest city in Marion County making up 20% of the population, the data suggests Ocala’s population is disproportionately impacted by environmental problems. The following table represents data provided by the Florida Department of Health. As illustrated below, the community is experiencing higher rates of breast and prostate cancers, as well as premature births and neonatal death rates than the State. The area’s leading causes of death are coronary heart disease, stroke, congestive heart failure, and cancer (lung, colorectal, breast, prostate). Environmental contamination may be among the causes of these health problems.

Community Health Facts

	Marion County	Florida	US		Marion County	Florida	US
Adults who currently smoke	23.7%	17.1%	17.3%	Residents below 100% poverty	18.7%	16.5%	15.1%
Stroke age-adjusted death rate/100,000	30.7	30.3	42.2	Colorectal cancer age-adjusted death/100,000	15.4	14.9	16.9
Breast cancer age-adjusted death rate/100,000	17.7	20.0	22.9	Breast cancer age adjusted incidence rate/100,000	120.5	113.4	120
Prostate cancer age-adjusted death/100,000	21.8	19.3	23.5	Prostate cancer age-adjusted incidence rate/100,000	117.7	137.7	156.9
Adults who have been diagnosed with asthma	8.6%	8.3%	9.1%	Low birth weights (<2500 grams)	7.9%	8.7%	8.2%
Premature births (<37 weeks)	11.5%	13.8%	12.3%	Neonatal death rate/1,000	8.7	4.8	4.5
Adults who are overweight or obese	67.3%	65%	63.9%	Source: Florida Department of Health, www.floridacharts.com .			

Social Impacts – Besides health concerns, the deteriorated and blighted conditions of West Ocala have a negative impact on the future of the community. These conditions eliminate investment potential, reduce the incentive to maintain property, increase costs of enforcement, and reduce the potential for infrastructure improvement. The identification and restoration of brownfield sites will be a catalyst for rehabilitation in the community as the city works to improve West Ocala.

c. Financial Need –

i) Economic Conditions – In August 2014, Marion County was 17th in the highest unemployment rate of Florida counties. Nonfarm employment in Ocala experienced a 1.3% loss of 1,200 jobs since the start of 2014 (Employ Florida). The community was hardest hit in 2009, when giant mortgage lender Taylor Bean &



Whitaker lost 964 workers. A table has been provided in Appendix D identifying layoffs realized within the City since 2008. The unemployment rate for Marion County is estimated at 7.1%, 1.1% higher than the State of Florida and 1.2% higher than the National rate (*US Bureau of Labor Statistics*). Local property tax revenues are the primary funding source of the City's general fund. Despite significant reductions in force since 2008, the City continues to manage a continuous deficit. Grant funds are gaining added significance as the City searches for innovative ways to be frugal without sacrificing levels of service and quality of life.

ii) Economic Effects of Brownfields –

2. Project Description and Feasibility of Success

a.) Project Description -- i.) Describe the Project -- Ocala is requesting \$200,000 in brownfield hazardous substance assessment funding and an additional \$200,000 in petroleum assessment funding to address additional assessments within its brownfield area. The City's Economic Development Plan, which was adopted by city council on October 15, 2013, identified the Brownfields program as a city priority. The City proposes a three year time frame in which to complete the assessment portion of its Brownfields program. This project will consist of the four tasks as listed in 2.b. below. The City plans to use EPA Brownfields funds to accomplish **30 Phase I Assessments, 12 Phase II Assessments, 4 Analyses of Brownfields Cleanup Alternatives (ABCA's) or Reuse Plans and extensive public outreach**. The successful completion of all phases of brownfield cleanup will create developable properties which will aide in the future mixed-use development of West and Downtown Ocala, as described in the West Ocala plans.

The City and Department of Health will update health monitoring guidelines within its brownfields program, provide project oversight, continue public engagement and conduct programmatic support activities at its own expense. The proposed funding will leverage additional economic development, redevelopment, open space and green space, and other initiatives in the targeted community.

ii.) **Project Timing** – The City has dedicated staff to direct the program. See Section 5, Programmatic Capability for staff information. The City ensures the successful implementation of its Brownfields program and grant administration. The City has converted to the online ACRES reporting system and has successfully entered all grant activities from the 2004 and 2006 awards into the ACRES database. In addition, the City will procure the services of an experienced environmental engineering firm to conduct assessment activities under this award. The firm will be selected in full compliance with federal procurement procedures as detailed in 40 CFR 31.36.

iii) Site Selection --

The current inventory of sites will be evaluated according to criteria established by the community and in accordance with the City's development goals and objectives of the BAB.

b. Task Description and Budget Table

i) Task Description -- The City plans to use EPA Brownfields funds to accomplish 30 Phase I Assessments, 12 Phase II Assessments, 4 Analyses of Brownfields Cleanup Alternatives (ABCA's) or Reuse Plans and extensive public outreach over the time period of this award.

The value of these in-kind services is identified parenthetically in the budget table below, but not contained within the proposed budget for EPA funds. The value of in-kind services is shown in SF-424A. Although eligible and allowable costs, the City will leverage its own dollars to cover these expenses in order to maximize the productivity of awarded federal funds. **98.75% of the budget for the grant award detailed below will be directly used for assessment and cleanup planning activities.**

Task 1: Phase I & II Assessments – The City will conduct the following environmental site assessments activities at selected sites: up to 30 Phase Is at \$3,500 each for a total of \$105,000 and up to 12 Phase IIs at \$20,000-\$25,000 each for a total of \$270,000. The total budget for assessments is \$374,000 (50% hazardous substances and 50% for petroleum).



Task 2: Remediation & Reuse Planning – Development of site appropriate remediation and/or reuse plans to reduce risks to health and environment for selected sites within the City; no more than 4 Analyses for Brownfields Cleanup Alternatives (ABCAs) or Brownfields Reuse Plans are planned at a cost of \$5,000 each for a total of \$20,000 (50% will be used for hazardous substances and 50% for petroleum products).

Task 3: Outreach – The City will continue its strategic partnerships and community involvement. Efforts including social media, web page, live presentations and distribution of printed materials. The City's personnel will conduct these efforts at an estimated in-kind value of \$55,000.** The City is requesting \$3,000 to supplement travel funds for attendance and registration at national and regional brownfield-related training conferences/workshops. Additionally, \$3,000 is budgeted for printing/production of materials that will be used in outreach efforts – for a total of \$6,000 (50% for hazardous substances and 50% for petroleum products).

Task 4: Programmatic Support – The City will bear the costs of all program support activities. The City has estimated the value of these in-kind services at \$25,000 over the three year time period (\$12,500 hazardous substances & \$12,500 petroleum). Programmatic support includes assistance in completing EPA quarterly reports, MBE/WBE forms, and EPA ACRES database. Other activities include QA/QC, completion of EPA work plans and other necessary to maintain compliance with EPA cooperative agreement terms and conditions.

ii) Budget Table

Hazardous Substances					
Categories	Project Tasks 1	Task 2	Task 3	Task 4	
	Phase I/II Assessments	Remediation/ Reuse Planning	Outreach	Programmatic Support	Total
Personnel	\$(-)*	\$(-)*	\$(-)*	\$(-)*	\$(-)*
Travel			\$1,500		\$1,000
Supplies			\$1,500		\$1,500
Contractual	\$187,000	\$10,000			\$197,000
Sub-Total	\$187,000	\$10,000	\$3000		\$200,000
*See City Personnel costs in each associated task description					
Petroleum Products					
Categories	Project Tasks				
	Phase I/II Assessments	Remediation/ Reuse Planning	Outreach	Programmatic Support	Total
Personnel	\$(-)*	\$(-)*	\$(-)*	\$(-)*	\$(-)*
Travel			\$1,500		\$1,000
Supplies			\$1,500		\$1,500
Contractual	\$187,000	\$10,000			\$197,000
Sub-Total	\$187,000	\$10,000	\$3000		\$200,000
Project					
Grand Total	\$374,000	\$20,000	\$6,000		\$400,000
*See City Personnel costs in each associated task description					



c. Ability to Leverage

Ocala has demonstrated success at implementing community-initiated brownfield projects resulting in a direct benefit to OBA residents. Brownfields grant funds have been utilized in **47 private sector projects and 1 city-related project**.

Chart represents the most recent funding leveraged and proposed for 2015 Brownfields Grant award:

Source	Value	Year	Purpose
City of Ocala	\$80,000	2015-2018	Voluntary Cost Share
Downtown Improvement Fund	\$21,000	2009	Demolition of 3 brownfield structures
Enterprise Zone Incentives	\$118,638	2010-2014	Business Tax Credits & Exemptions
City General Revenue Fund	\$700,000+	2010-2013	OBA Infrastructure improvements
NW 4th and MLK Pedestrian Crossing & Sidewalk Grant	\$200,000	2013-2014	Infrastructure Grant
Community Dev. Block Grant	\$448,832	2013-2014	Workforce Housing Development
	\$656,236	2014-2015	
US EDA Transportation Fund	\$2,150,000	2013-2015	Transportation/ Infrastructure Grant
State Home Investment Partnership (SHIP)	\$116,708	2013-2014	Workforce Housing Development
	\$351,838	2014-2015	
FDOT SR-40 & MLK Intersection Grant	\$150,000	2014-2015	Transportation/ Infrastructure Grant
Workforce Connection	In-Kind		Employment Training & Marketing
Phoenix Heights	\$53,794	2013-2014	Brownfield Redevelopment Housing
	\$25,000	2014-2015	
Ocala CRA Fund	\$390,000	2017-2021	Capital Improvements & Economic Development Incentives

3. COMMUNITY ENGAGEMENT AND PARTNERSHIPS

a.i Plan for Involving Targeted Community & Other Stakeholders; and Communicating Project

Progress -- To ensure community involvement and communication, the City established a Brownfields Advisory Board (BAB) comprised of community leaders, financial real estate representatives, and neighborhood residents. Brownfields program information is provided through subscriber emails, newsletters, City’s webpage, public meetings, newspaper notices/advertisements, and property signs for properties undergoing assessment. In addition, staff holds workshops with property owners, renters, and business owners to gain input and inform them of grant progress.

The City informs its citizens of Brownfields program activities at all available public forums. City staff discussed the application in conjunction with the expansion of the City’s Enterprise Zone at several recently scheduled community meetings including: Ocala’s Enterprise Zone Development Agency (December 11, 2014), Governor’s West Ocala Neighborhood Revitalization Council (December 9, 2014), and other appropriate meetings. Bilingual program materials and staff are available for the City’s large Hispanic population, whenever necessary.



ii) Communicating Progress -- Assessment activities will be led by the BAB. Assessment site applicants will provide a letter permitting access to property at the time they formally request participation in the "Assess and Assist" program. Criteria against which applications are evaluated are given below:

- Has the owner/buyer formally requested a brownfield site designation?
- Does the site pose an imminent threat to public health or the environment?
- Is the site *suspected* of having some form of environmental contamination?
- Are there plans in place for the sale and/or development, redevelopment, or renovation of the site?
- Is the site accessible for conducting assessments and cleanup?
- Is redevelopment of the site consistent with the City's development / redevelopment plans?
- Is the site otherwise market-ready?

The application allows staff and contracted personnel to access the property for the Phase I and Phase II Environmental Site Assessments (ESA). The Project Coordinator submits the site to the BAB after an initial review to establish eligibility. The site is brought before City Council upon the approval of the BAB. Council accepts the property as a brownfield site; a pre-screening report is developed and submitted to the Project Officer at the Regional Office of the USEPA who determines if brownfields funds may be used for the project. Once approvals are received, Phase I ESA is initiated.

Assessments are prioritized by properties which threaten the community's health, safety, and welfare; are vacant, and have market potential. While municipal properties are eligible; the City has waived most of the properties they own in favor of using brownfields funds for the assessment of private properties. The private sector taking a lead role in assisting with sale and redevelopment of their properties is preferable. Private investment contributes more readily to meeting employment needs expanding the tax base and assisting in the community redevelopment plan. Ocala maintains an inventory of potentially contaminated properties in its OBIS. In past cycles, letters were sent to owners of properties suspected of contamination, encouraging their voluntary participation in the program.

b. Partnerships with Government Agencies – The City has established relationships with Marion County, state of Florida, Regional Planning Council, Career Source Agency, and the Economic Development Administration to implement community revitalization objectives. Since 2009, the City has received \$ 9 million transportation-related, economic development grants to make large-scale infrastructure improvements. Consequently, the City has demonstrated its ability to monitor and comply with important grant requirements.

i.) Local & State Health Agencies. The City has entered into a property sale agreement whereby Heart of Florida Health Centers (a community health organization serving underserved and disadvantaged populations) will construct, on a portion of the City's former landfill property, a \$5 million facility to provide much needed medical services to the West Ocala and surrounding community. In addition, the City has entered into a property donation agreement with the Florida Department of Health to build a new Children's Medical Service Facility in the targeted community in 2015. This facility will provide medical services to children from Marion County and its five surrounding counties.

State Environmental Agency. As an integral part of its Brownfields program, the city has worked with the Florida Department of Environmental Protection (FDEP) over the past 13 years to ensure appropriate assessment and cleanup measures are being achieved. The City's FDEP representative has regularly attended the City's brownfields meetings and is actively involved in program activities. The city has been successful in leveraging its past EPA grant funds with state incentives offered through the Florida Brownfields Program and FDEP offices. The City will continue to participate in the FDEP's Voluntary Cleanup Tax Credit Program, Brownfields Building Materials Sales Tax and Brownfields Job Bonus Refund Programs, Brownfields Loan Guarantee Program and Brownfields Liability Protections (as provided



statutorily). These state incentives are intended to encourage the redevelopment of environmentally stigmatized properties, make redevelopment feasible, and restore economic value to the targeted community. Additionally, the City closely coordinates with FDEP to access FDEP CERCLA 128(a) Site Specific Activities/Targeted Brownfields Assessment Assistance for assessment/source removal activities.

ii.) Other Relevant Federal, State and Local Governments. The city acknowledges that the proposed funding will not be adequate to accomplish all of the city's brownfield redevelopment objectives. It will seek partnerships with federal and state agencies listed in the table below to identify and secure additional grant funding, loan opportunities and technical assistance for the program.

State and federal agencies:

US Depts. of Defense/Office of Economic Adjustment and Transportation; Housing and Urban Development; Economic Development Administration; Enterprise Florida; Florida Department of Environmental Protection; Office of Greenways and Trails; Florida Department of Community Affairs; Community Development Block Grants Administration; Florida Department of Health – Marion County Health Department; Department of Emergency Management; Withlacoochee Regional Planning Council; and Florida's Department of Economic Opportunity.

Local Job Training Program. The City will coordinate with the local job training organization, CareerSource Marion, to implement a strategy to link job seekers to potential employment opportunities in brownfield assessment, cleanup or redevelopment that result from the City's Brownfields program. CareerSource Marion tracks the dramatic layoffs the community has experienced from 2007-2014, and regularly participates economic development and redevelopment initiatives. The agency is assisting the City in the identification of prospective end users for brownfield properties.

Local & Regional Nonprofits. The City has established relationships with the following non-profit agencies: Habitat for Humanity, Community Housing Partners, Community Economic Partnership, Florida Brownfields Association, and the Florida Redevelopment Association. Representatives from these agencies serve on the City's economic development boards and commissions.

c. Partnerships with Community Based Organizations. The City is fortunate to have the committed support of the community. The following CBOs have committed to provide support to the City's Brownfields program and have provided letters of support. (See Appendix C)

Community Based Organization	Contact Person	Support Role Pledged
CareerSource Marion	Thomas E. Skinner, Jr.	Use of space and equipment for education and job training; Job referral & recruitment.
Florida Institute of Human and Machine Cognition	John R. Rogacki, Ph.D	Assistance in identifying additional resources to complete redevelopment work.
Habitat for Humanity of Marion County	Brad Nimmo	Advertise the program on its website and social media; Serve on Advisory Boards
Ocala/Marion County Chamber and Economic Partnership	Kevin T. Sheilley	Public Outreach, marketing
Rasmussen College	Pete Beasley	Incorporation of brownfields into coursework
Small Business Development Center, University of North Florida	Dr. Philip R. Geist	Work with businesses to relocate to the redeveloped sites; Serve on Advisory Boards
College of Central Florida	James D. Henningsen	Public outreach on their website; Provide space for meetings; Educational efforts, as needed



Community Housing Partners	Orlando Artze	Partnering in low income house opportunities
Albright & Associates of Ocala, Inc.	Stephen J. Albright, Jr.	Public Outreach
Governor's West Ocala Neighborhood Revitalization Council	Shatasha Jones	Public Outreach, marketing
Ocala Enterprise Zone Development Agency	Brad Nimmo	Public Outreach, marketing

4. PROJECT BENEFITS

a. Health and/or Welfare and Environment -- The Brownfields program provides a means to evaluate potential threats to health and the environment; it allows current or prospective property owners to understand specific actions which may be needed to address site issues. Any hazards posing threats to the community's health and safety will be addressed using the expertise of professional engineering consultants to perform Phase I and Phase II ESAs. The City recognizes several social and public health benefits to the expansion of its Brownfields program to the community. These benefits include:

Protection of the Drinking Water Supply. Perhaps, the greatest health hazard posed to residents by existing brownfield sites is the threat of contaminated drinking water. The Floridian Aquifer, the source of drinking water for the community, flows beneath the City and is largely unprotected by overlying formations. The community is only 60 feet above sea level and the water table is relatively shallow; therefore, even the smallest threat of contamination creates concern. For this reason, any potential sources of contamination must be investigated and removed.

Protection of Natural Resources. The identification of pollution sources is the first step in the removal of contamination threats to the City's natural resources. The City's natural springs, are fed directly by the Floridian aquifer. Preservation of this fragile resource is a high priority. In 2014, the City was awarded a \$750,000 special allocation from the State Legislature to retrofit one of its three Waste Water Treatment Facilities as a part of the State's aim to remediate and protect Silver Springs. Silver Springs, a first degree springs, is located just 3 miles from the targeted community, The City will apply for a state grant to implement a comprehensive retrofit of its storm drainage system in 2015 to continue participation in the State's Springs Preservation Program.

Reduction of Hazardous Substances in Aging Housing Stock. The age of the housing stock in West Ocala increases the potential for high levels of lead, asbestos and mold. The presence of these substances presents a significant public health hazard for the high population of children and other sensitive populations in the West Ocala community. Lead exposure and high rates of asthma are concerns. The City will continue to work closely with health officials at the Marion County Health Department to address lead exposure screenings and the removal of these pollutants. The City hopes these efforts will work to address health disparities present in West Ocala and will result in public health improvement in the community.

Provision of Affordable Workforce Housing. The City's initiative to assess vacant and abandoned properties for affordable housing has resulted in the creation of many new work force homes. An example of this success includes the Phoenix Place neighborhood, located in West Ocala. The City hopes that the expansion of its efforts will produce similar results through the removal of older/obsolete housing with high potential for lead based paint, asbestos based building materials and mold contamination.

Market-based Economic Development. The City's brownfields program is integrated with the West Ocala Enterprise Zone and Community Redevelopment Plan. The goals, objectives and strategies which parallel



the brownfield initiative include: 1) Coordinate public and private resources to increase private capital investment on commercial corridors and urban neighborhoods, 2) Restore value and prominence to gateways, corridor segments and crossroads by enhancing their physical appearance, eliminating blight, and visually differentiating their natural character, and 3) Improve vacant, dilapidated and nuisance properties which are barriers to redevelopment and impact the value, health and safety of neighborhoods

4b. Environmental Benefits from Infrastructure Reuse/Sustainable Reuse

i). The City has adopted a strategic plan for 2014-15 which includes four goals with supporting objectives. The goals are to: 1) Balance all funds' expenses to revenues for fiscal sustainability, 2) Cultivate an environment that elevates innovation, 3) Become the economic hub of North Central Florida by leveraging location and resources; and 4) Protect and advance quality of place. Its specific objectives are eliminating barriers that impede opportunities to improve our economy, establishing downtown as a regional destination, providing superior infrastructure, promoting Ocala as a center for logistics-distribution, expanding the incentive toolbox, continuing to enhance safety and security, and unifying the city by addressing barriers to mobility and connectivity. In an effort to fulfill these goals and promote sustainable reuse, the City decommissioned and demolished an oil field that was leaking contaminants into the soil with its own resources in 2012. Remediating this site returned the property to a commercial use creating additional parking for a new business, and room for expansion. In 2013, the City established a comprehensive single-stream recycling program effectively removing 25% from the waste stream in under one year. In 2005, the City began its capital program to install water reuse lines. Approximately, 11,000 linear feet of reuse lines have been installed. As new subdivisions are built, water reuse lines for irrigation purposes are required.

ii). **Integrating Equitable Development or Livability Principles** –Orchestrating the redevelopment of West Ocala requires at least three complementary strategies: restructuring the pattern of land use and type of development which support neighborhoods and line commercial corridors, incorporating the reuse and redevelopment of brownfield sites, vacant buildings and catalytic locations to stimulate new investment, and redesign and enhancement of the right-of-way. The first of these complementary strategies is implemented by Ocala Vision 2035, amended Comprehensive Plan, and new form-based code. The second and third complementary strategies while also a part of these urban planning tools will be implemented by the Ocala Brownfields Program, West Ocala Community Plan, Enterprise Zone Program and West Ocala Community Redevelopment Plan. The Ocala Vision 2035 describes Ocala's physical character and function in the year 2035 and beyond. This document describes the look, function and methods to achieve a community of healthy, attractive neighborhoods. The Future Land Use Element of the Comprehensive Plan requires the City to offer convenient shopping and services easily accessible by neighborhood residents wishing to either walk, ride a bicycle, use public transit, drive motorized vehicles, or utilize other viable mobility options. It also requires the City to create an updated inventory of vacant, blighted and underutilized properties which will be remediated and made available for business recruitment and development purposes. The Ocala Brownfields Program, West Ocala Community Plan, Enterprise Zone Program and West Ocala Community Redevelopment Plan are consistent with these principles, and serve as vehicles of these planning efforts.

c. Economic or Non-Economic Benefits.

i). Revitalization of brownfield sites within the targeted community is an integral component of the City's regulatory and planning environment demonstrated in Florida Statutes Chapter 163 Community Redevelopment Areas, City Land Development Regulations, Ocala Vision 2035, Comprehensive Plan and West Ocala Redevelopment Plan. Specifically, revitalized brownfield sites has led to business expansion, increased developer interest, addition of valuable open spaces, recreational areas and enjoyment of historical resources. The transformative economic development strategies described above will be



accelerated by brownfields assessment funds, serve to remove the negative stigma of the targeted area, and strengthen the momentum of complementary redevelopment strategies. For example, the City seeks to reconnect the targeted community to downtown through redevelopment of adjacent land uses, and physical connections including linear parks, wide sidewalks, pocket parks, shade and landscaping to encourage pedestrian activity. In addition, the City has programmed the establishment of physical gateways to provide a sense of arrival into the targeted community from downtown. The primary transportation corridor leading from I-75 through the targeted community to downtown announces entry into the City. The brownfields assessment grant examines this corridor beyond a definition of a particular location on a map. The approaches described in West Ocala's plans look at the targeted community and connections to downtown as function and opportunity. The area forms a coherent geographical unit that offers the greatest opportunities for attracting private investment, stimulating commerce and producing physical and social benefits to business, visitors and residents living in nearby neighborhoods. The following projects are examples of City projects that leveraged brownfield grant funds in the past, and projects which are planned with a new award of assessment funding.

Historic Restoration (2002) The City renovated a historic railroad station to its original 1917 image. The City obtained grants and invested its own money in restoring the building which has become a progressive art depot for artists at one end and a dispatch center for a mass transit bus system with routes servicing a large portion of the City at the other. The city offers a façade grant to business owners who share the vision of Ocala's historic downtown and preserve that vision through renovation and recovery of their properties.

Stormwater Management (2006) The City invested over two million dollars to develop twelve acres around Thompson Bowl, stormwater drainage area in West Ocala adding walking paths, trees, shrubbery, and grass areas for family gatherings upon completion of an ESA.

North Magnolia Area Parks/Farmers' Market (2002) Two former brownfield sites in the North Magnolia Area, just north of downtown and adjacent to the targeted community, were developed as green space and recreational areas. The sites include walking paths surrounded by trees, bushes, park benches and a decorative clock tower. These projects were partially funded with the use of Tax Increment Financing (TIF) after ESAs. These efforts spurred the establishment of a weekly Farmer's Market, new infrastructure along North Magnolia Avenue, redevelopment of documents processing facility, and the conversion of an old oil storage facility into a parking lot serving a new business.

Downtown Residential Development (2015-2018) Brownfield assessment funds will facilitate the expansion of downtown market rate condominium development. In 2014, the City contracted with a private developer to convey a city-owned building and parcels in fee simple ownership for the development of the City's first downtown residential project. The \$3.7 million project is to be completed by November 2015.

Hotel and Parking Garage Development (2015-2018) Brownfield assessment funds will facilitate the development of the City's first downtown hotel, conference center and parking garage. This project involves the conveyance of city-owned property to the developer in fee simple title and will cost an estimated \$ 18 million in private and public funds.

Downtown Linear Park Development and Complete Reconstruction of Deteriorated Rail Bed and Railway (2015-2017). Brownfield program objectives will be accomplished by the construction of permitted stormwater drainage systems under the new rail.

Neighborhood Mixed Use Development (2015-2019). Brownfield assessment funds will facilitate the development of Imagine North Magnolia, the City's first mixed-use neighborhood development consisting of residential, office and retail in the brownfields area.



Gateway Revitalization (2016-2026). Brownfield assessment funds will facilitate the redevelopment of catalytic parcels in the targeted community adjacent to I-75. The West Ocala Community Redevelopment Plan has identified the conversion of brownfield areas upon which abandoned gas stations, an old trailer park, and dilapidated 1950s hotels are currently located into premier interstate-accessible hotel, office park, and community college sites.

West Ocala Wellness Center and Library (2017-2020). Brownfield assessment funds will assist in the development of a new facility and state-of-the-art library to foster health, fitness and learning for families in the targeted community.

Heart of Florida Community Health Center (2015-16). Brownfield assessment funds will assist in the development of a community health center on a former landfill site in the targeted community.

Children's Medical Services (2015-16). Brownfield assessment funds will assist in the development of a new medical facility in partnership with the Florida Department of Health serving six counties.

West Ocala Supermarket (2015-18). Brownfield assessment funds will assist in the development of a supermarket as planned in the 2013 City of Ocala Supermarket Feasibility Study.

Non-profit Activities.

- a. **Habitat for Humanity** is constructing the Phoenix Place subdivision, which will result in fourteen affordable, work force home ownerships on property adjacent to a former charcoal plant.
- b. Interfaith Emergency Services, a nonprofit organization providing emergency assistance to more than 150,000 residents in Marion County, were deeded two properties assessed through the brownfields program. Ocala Vision 2035 and the Ocala Parks and Recreation Master Plan 2035 requires the City to plan green space, recreation area and cultural opportunities to enhance the quality of life in Ocala into the future

ii). **Job Creation Potential with Workforce Development Programs** -- The City works with Career Source CLM to connect Career Source clients with new and expanding business. The City has a "Local Business and Hiring Initiative" that encourages all contractors to hire local residents and provides incentives for those hiring minorities.

5. Programmatic Capability and Past Performance

a) **Programmatic Capability** -- Grants received by the City leverage additional 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 2009 through 2014, Ocala expended \$11,135,772 through administration of 50 state and federal awards. The corresponding year of audit for indicates Ocala complied in all material aspects with grant/award requirements. The City has committed the Revitalization Strategies Department to oversee the brownfields program; the department has been tasked with undertaking economic development, redevelopment, and reinvestment initiatives. Staff has a combined total of over 65 years of economic development experience and leveraging brownfields funds to assist in redevelopment and job creation.

John Zobler is the Interim City Manager and is in charge of Development Services, which includes the departments of Growth Management Revitalization Strategies, Code Enforcement Zobler has more than two decades of experience in municipal and county government. He has managed a wide range of programs, including public works, recreation and parks, fleet management, solid waste management, special taxing districts, animal and mosquito control, facilities maintenance, golf courses and toll collection. Mr. Zobler has previously held the positions of Deputy City Manager, Public Works Director and Assistant City Manager.

Melanie Gaboardi is the Director of Revitalization Strategies; management for this application will be under the direction of Ms. Gaboardi, who has 12 years state/local grant administration experience and over 17



years of experience in contract administration. Ms. Gaboardi's experience includes four years as Finance Director for a children's homeless shelter, administering a budget exceeding \$5 million annually which included the successful implementation and reporting of various grants, including: Children in Need of Services/Families in Need of Services – awarded by the Department of Juvenile Justice; Department of Children and Families programs; DHHS (Federal Basic Center Grant); and the City of Ocala's Community Development Block Grant.

Tye Chighizola has been with the City for 25 years, beginning his career as a Planner in 1989. Receiving several promotions, he is currently the Director of the Growth Management Department. As Planning Director, he drafted the original Brownfields Grant in the late 1990s. Mr. Chighizola has also been the lead staff member in working with the Downtown Business Alliance and the North Magnolia Merchants' Association; these two organizations advise the City's Community Redevelopment Agency. He has also been directly involved with numerous redevelopment/revitalization projects in the Community Redevelopment Area.

Sean Lanier, PE, City Engineer/Director Public Works, Mr. Lanier has expertise in civil and structural engineering, including design, project management and construction management; and a demonstrated leadership ability to lead multi-disciplined engineering and construction project teams. Mr. Lanier is a licensed professional engineer as well as a Certified Flood Plain Manager and active in many engineering and professional organizations, including American Society of Civil Engineers, Florida Engineering Society, Florida Stormwater Association, and Institute of Transportation Engineers.

b. Audit Findings -- The City of Ocala is in full compliance with requirements associated with all US EPA Brownfields grants/agreements, and responded to a limited scope desk review dated February 17, 2010. The City converted from the property profile form system to the online ACRES reporting system and has successfully entered all grant activities from the 2004 and 2006 awards into the ACRES database. There have been no findings against the City concerning grant awards/financial assistance relative to internal controls, compliance or other matters. The City will procure the services of an experienced environmental engineering firm to conduct assessment activities under this award. The firm will be selected in full compliance with federal procurement procedures as detailed in 40 CFR 31.36.

c. Past Performance and Accomplishments

i) Has Previously Received EPA Brownfields Grants --

Year	EPA Brownfields 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, the area around the Downtown Square had a vacancy rate of approximately 60%. 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. The redevelopment of one Brownfields property in the North Magnolia district led the same investor to purchase and redevelop another site a few blocks to the east. Between the two projects, more than seven hundred new jobs were created and the largest Brownfields site was nominated as one of USEPA's Region 4 representative sites for the 2009 National Phoenix Award. The long-range plan is environmentally and physically cleanup and redevelop dilapidated areas throughout Ocala's major corridors. Several sites that stood vacant for years were made marketable



through Renew Ocala. The City of Ocala will be providing the necessary personnel and resources to assure the success of the program; the City is committed to its continued success.

Ocala has a long history of facilitating community-initiated brownfields projects resulting in a direct benefit to OBA residents. Brownfields grant funds have been utilized in **47 private sector projects and 1 city-related project**. Below are some examples of the City's projects that have resulted from the leveraging of brownfields assessment grants and Florida's Brownfields Redevelopment Refund program:

- Merchant's Park, a former Electric Motor repair shop was converted to green space with a neighborhood walking park, complete with a scenic clock tower.
- The former Taylor, Bean & Whitaker Corporate Headquarters site, previously White Meat Packing Plant, was a \$15-million project involving acquisition/construction and has a capacity of 500+ jobs.
- Ocala Pawn and Jewelry, formerly the Dossey Chevron Auto Center, is a redeveloped property.
- Performing Arts Conservatory of Ocala, formerly a newspaper publishing and distribution center, the redeveloped property created 8 new jobs.
- Former City Yard converted to Retention Pond to assist with storm water run-off from downtown area.
- Habitat for Humanity's Phoenix Place Subdivision is adjacent to a former charcoal plant, 14 new affordable homes are being constructed on a former brownfield location.
- The former Taylor, Bean & Whitaker/Maslow Insurance office has been acquired by a second call center company called Ansaphone which employs approximately 300 employees.

1. Compliance With Grant Requirements – The City of Ocala is in full compliance with requirements associated with all US EPA Brownfields, Economic Development Administration, USDA, Department of Justice, HUD, and Department of Transportation grant agreements. A full-time Grants Compliance Officer has been on staff since 2009.

2. Accomplishments -- Since 1999, the Renew Ocala Brownfields program has accomplished the following:

- Developed a program for community education, involvement, and accessibility related to environmental issues leading to the improved health of the community.
- Assembled a continuing Brownfield Advisory Board of diverse community stakeholders.
- Provided a program for community environmental stewardship, public input on environmentally-distressed sites and the maximum use of existing infrastructure.
- Establishment in excess of 700 jobs.
- Influential in property transactions of more than **56 acres & \$15,954,325** in assessed property values, translating into an increase of hundreds of thousands of dollars in annual tax income.
- **Phase I ESAs for 48 Brownfields Sites.**
- **Phase II ESAs for 16 Brownfields Sites.**
- **Cleanup of 4 Brownfields Sites.**
- Expanded the Brownfields Areas to include Environmental Justice in a minority district.
- Established ongoing partnerships with numerous community redevelopment organizations.
- Assisted in leveraging millions of dollars in redevelopment funds.
- Developed affordable housing known as Phoenix Heights, using a recovered brownfield site.
- Nomination for the national Phoenix Award for a major redevelopment project.

Largely attributable to the Great Recession, Ocala's assessment efforts have been stalled since 2008. The City hopes to jumpstart its ambitious assessment efforts with the award of this funding request.



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

CENTRAL DISTRICT
3319 MAQUIRE BOULEVARD, SUITE 232
ORLANDO, FLORIDA 32803

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

CLIFFORD D. WILSON III
INTERIM SECRETARY

December 8, 2014

Cindy J. Nolan
Brownfields Program
U.S. Environmental Protection Agency
61 Forsyth St., S.W.
Atlanta, GA 30303-8960

SPCD WCU 14-1577

Dear Ms. Nolan:

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 EPA's guidance document EPA-OSWER-OBLR-14-07, 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 III.C.2. EPA Brownfields grant funding will strengthen cleanup and redevelopment efforts in the City of Ocala. 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 contact George Houston II, P.G., the Central District Brownfields Coordinator, at (407) 897- 4322, to learn more about the Florida Brownfields Redevelopment Program.

Sincerely,

Jeff Prather, Director
Central District Office

JP/db

cc:

Melanie Gaboardi, City of Ocala, (mgaboardi@ocalafl.org)
George Houston II, P.G., FDEP Central District Brownfields Coordinator (George.Houston@dep.state.fl.us)
Margaret Olson, EPA Region 4 Florida Grants Coordinator (Olson.Margaret@epa.gov)
Kim Walker, FDEP Brownfields Liaison (Kim.Walker@dep.state.fl.us)



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

December 4, 2014

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 grant funding from the Environmental Protection Agency for assessment of brownfields. We appreciate the potential this grant project of \$400,000 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,

A handwritten signature in black ink, appearing to read "T. Skinner".

Thomas E. Skinner Jr.
Chief Executive Officer



December 11, 2014

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

Dear Ms. Gaboardi:

The Florida Institute for Human and Machine Cognition (IHMC) is headquartered in Pensacola and has operated a new research facility in Ocala since January, 2010. Our decision to locate our research facility in Ocala was based in large part on the City's community redevelopment vision, which includes attracting the creative class to generate jobs and increase capital investment. To this end, we support the city's application for the Brownfields Assessment Grant for \$400,000 to generate additional economic activity.

IHMC has recently more than doubled its contingent of Ph.D. research scientists in Ocala, and we anticipate continued growth. We literally search the world for the best and brightest in their fields, and a vibrant downtown is critical to our recruiting efforts. Research at IHMC focuses on human-centered computing, artificial intelligence and biologically-inspired systems, and our underlying mission is the creation of useful technological systems to leverage and extend human cognitive, physical, and perceptual capacities. The creative class, previously thought to be comprised of nonprofit arts and culture, extends to the knowledge-based, highly skilled and entrepreneurial researchers employed within our research facilities.

We recognize that community redevelopment is both people-driven and place-driven. Many factors, including leadership, public and private engagement, and a shared vision among stakeholders are required to prompt and sustain action. We look forward to being both a participant and beneficiary of actions to be undertaken to improve downtown and surrounding neighborhoods.

Let us work together to identify additional resources to complete the redevelopment work this assessment grant will launch.

I look forward to hearing from you.

Sincerely,



John R. Rogacki, Ph.D.
Associate Director



FLORIDA INSTITUTE FOR HUMAN & MACHINE COGNITION

PENSACOLA

OCALA

40 South Alcaniz St. • Pensacola, FL 32502

15 SE Osceola Ave • Ocala, FL 34471

850.202.4462

352.387.3050

www.ihmc.us



Post Office Box 5578, Ocala, Florida 34478-5578
Telephone: (352) 351-4663 Fax: (352) 351-3081
Web Page: habitatocala.org

December 8, 2014

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

Dear Ms. Gaboardi,

Habitat for Humanity of Marion County, Inc. (HFHMC) offers the City of Ocala its ardent support for the 2015 EPA Brownfields Assessment Grant in the amount of \$400,000. While our mission is to eliminate poverty housing and homelessness, we believe it is important to participate in this effort. Remediating and revitalizing brownfields which hold potential for increasing economic growth is directly related to enabling people to seek independence and achieve dignified housing solutions.

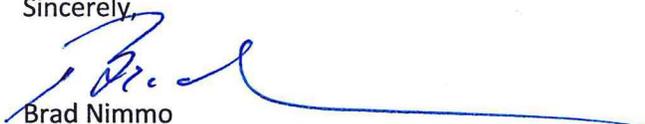
You probably know that the real estate markets, there is less interest today in suburban environments. Potential homebuyers and others seeking real estate opportunities are interested in an urban environment offering the chance to live closer to work and mass transit. In Ocala, brownfields are located primarily in the urban environment.

As foreclosures continue to occur, the single family construction market will continue to give way to the multi-family sector. The brownfields in Ocala are located in areas well-suited to the development of quality, apartment and townhome development where people can take advantage of a less expensive, compact lifestyle.

Habitat for Humanity of Marion County has a broad audience. Should the City of Ocala receive this grant funding, it will offer advertisement of the EPA award on its website and via social media. We would also be happy to serve on the advisory board associated with the redevelopment efforts.

Thank you for the opportunity.

Sincerely,



Brad Nimmo
President/CEO

I was going to ask God why He allowed people to live in poverty and homelessness, but didn't for fear He would ask me the same question."



A Christian Ministry—Building Homes, Building Hope, Building Community

3 December 2014

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 2015 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. All of these properties are either located in, or close to the city's urban center, one of the top areas we believe has the greatest potential for game-changing expansion.

While industry experts acknowledge that occupancies and rising revenues will be slow to recover, investors and tenants will gravitate towards land and facilities ready for development. These environmental assessment funds will assist towards helping Ocala achieve greater development potential recognition.

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

Sincerely,



Kevin T. Sheilley
President & CEO



December 11, 2014

Ms. Melanie Gaboardi
Director Revitalization Strategies
City of Ocala-Community Development Services
201 SE Third Street
Ocala, FL 34470-2148

Dear Ms. Gaboardi:

Rasmussen College wishes to lend it wholehearted support towards the City of Ocala's application for the 2015 Brownsfields Assessment Grant from the US EPA. The grant, in the amount of \$400,000, will make impressive improvements throughout Ocala's urban core.

Rasmussen College offers bachelor's and associate degrees in business, technology and design, nursing, health sciences, justice studies and education. We recognize that earning a degree is a huge investment, but it is one of the best investments that one can make. The Brownfields Assessment Grant is also an investment. With funds from the US EPA, the city of Ocala will realize returns in terms of increased property values, returning properties to productive use and giving young people an opportunity to put their new found skills to use in cities looking for solutions rather than dwelling on problems.

Rasmussen College looks forward to furthering the awareness of the US EPA Brownfields Assessment Grant's long and successful history. We will examine how we can incorporate the before and after conditions of the city's brownfield sites into future business curricula. Coursework could examine the complexities of brownfields, and identify business solutions which return stagnant properties to productive use.

Sincerely,

Pete Beasley
Campus Director



Helping Businesses Grow & Succeed

FSBDC at the University of North Florida
Ocala District Office
3003 SW College Road, Suite 105
Ocala, FL 34474-6253
P 352.622.8763
F 352.351.1031
www.sbdc.unf.edu

December 9, 2014

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

Dear Ms. Gaboardi,

The Florida Small Business Development Center (FSBDC) at the University of North Florida welcomes the opportunity to provide this letter of support for the 2015 Brownfields Assessment Grant request from the City of Ocala to fund Phase I and Phase II environmental assessments. The Brownfields Assessment Grant has assisted communities in the rehabilitation of troubled properties for many years. Without these funds, local real estate investors would likely continue to delay further capital investment. With these funds, otherwise unattractive properties offer appeal, lower risk and create opportunity for return, thus attracting investment and property development.

You are aware that the FSBDC at UNF has assisted thousands of potential and existing business owners by providing the management advice, training and information they need to start, grow and profit. We envision a meaningful partnership with the City of Ocala as it applies brownfields assessment funds to make distressed properties more appealing for investment. Brownfields of all sizes represent business opportunities for potential and existing businesses that would otherwise be unable to raise the capital necessary to assess and remediate properties. These funds would remove this obstacle.

The FSBDC will be able to promote the brownfields sites to current and future clients who might benefit by establishing or relocating their businesses there. Our program, which includes no-cost consulting, financial and management advice, could incorporate the development of an environmentally-impacted site into a specific business plan for an interested client. Further, as Area Director of the FSBDC, I would be happy to assist with future efforts to redevelop the brownfield areas in the City.

Sincerely,

Dr. Philip R. Geist, CBCP, CGBP
Area Director



College of Central Florida

Office of the President

December 4, 2014

Ms. Melanie Gaboardi, Director
Revitalization Strategies
City of Ocala
201 SE Third Street, 2nd Floor
Ocala, FL 34471

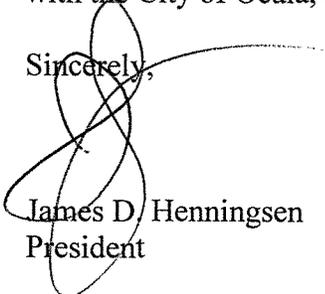
Dear Ms. Gaboardi:

In an economic environment where jobs can be transferred almost seamlessly to lower-cost markets, communities such as ours must continuously evolve and improve strategies to prepare young people for employment. Building partnerships with businesses and government to leverage strengths and minimize weaknesses is an important part of our educational strategies. Thus, the College of Central Florida wholeheartedly supports the city's 2015 Brownfields Assessment Grant request of \$400,000 to the U.S. Environmental Protection Agency for the purpose of converting underproductive potential job sites to prospective job centers.

Educational institutions and real estate redevelopment face the same structural economic change challenge – growth depends on jobs. Unfortunately, with 4.5 million young people nationally joining the workforce each year, job growth is not keeping up with demand. While the assessment grant will not solve the entire problem, it will give Ocala the jump-start it needs to attract private investment that will. Pockets of hiring can occur in certain industries and locations. Healthcare, for example, is the number one growth industry in Ocala and Marion County. Most health care facilities are located in the brownfields where allied healthcare facilities can be created.

We encourage the EPA to invest in Ocala where need, opportunity and will to succeed are all catalysts to a successful redevelopment effort. The College of Central Florida is a strong partner with the City of Ocala, and we lend our support to this endeavor.

Sincerely,



James D. Henningsen
President

3001 SW College Road • Ocala, Florida 34474-4415
Phone: 352-873-5835 • Fax: 352-873-5847 • E-mail: jim.henningsen@cf.edu

– an equal opportunity college –



COMMUNITY
HOUSING PARTNERS

Community Housing Partners

4915 Radford Avenue, Suite 300, Richmond, VA 23230 | (804) 343-7201, fax: (804) 343-7208 | www.CommunityHousingPartners.org

December 8, 2014

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

Dear Ms. Gaboardi:

Community Housing Partners Corporation of Florida is the proud owner of Parkside Gardens Apartments in Ocala. We additionally own the vacant land adjacent to Parkside Gardens and other properties in Marion County. Part of our vision is to partner with the City of Ocala with new low income housing opportunities, particularly in the West Ocala neighborhood, along with limited commercial development. Having information as to the safety and development costs of vacant properties in Ocala is critical to decisions we can make regarding our future development. The City of Ocala's grant application request for the Brownfields Assessment Program is an application we fully support and whose results will impact decisions we will make in future years in relation to our work in Ocala.

Thank you for accepting this letter of support. Community Housing Partners Corporation of Florida will eagerly await the positive results of this effort.

Sincerely,

A handwritten signature in black ink, appearing to read 'Orlando Artze'.

Orlando Artze
Executive Vice President and COO
Community Housing Partners
4915 Radford Avenue, Suite 300
Richmond, VA 23230



ALBRIGHT & ASSOCIATES
of Ocala, Inc.

Stephen J. Albright, Jr., MAI
State-Certified General Real Estate Appraiser RZ2392
Andrew T. Gray, Associate
State-Certified General Real Estate Appraiser RZ3030
Jason H. Knoblock, Associate
State-Certified General Real Estate Appraiser RZ3668

Melanie Gaboardi, Director Revitalization Strategies
City of Ocala
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471-2148

December 5, 2014

Dear Melanie:

I am happy to provide the City of Ocala with this letter of support to expand the environmental assessment and eventual revitalization of this great American community. Urban revitalization and historic preservation are working in concert to bring back our cities and towns. It is good public policy to look beyond transportation improvement projects that move vehicular traffic to, through and away from cities to downtowns, nearby neighborhoods which contribute to the economic vibrancy of successful cities.

As you know, my business is property valuation. Every property is different from the next and all properties differ from each other in their location which is an important factor in their value. The Brownfields Assessment Grant is a logical first step to returning downtown and nearby neighborhoods to a higher and more productive use. Once assessment is complete, efforts to bring back cities and craft new development in the urban core and nearby neighborhoods will be enhanced.

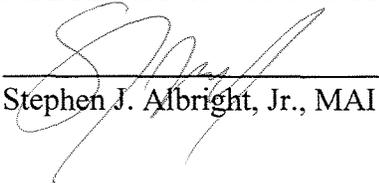
The redevelopment of Ocala is no small task, and because the community recognizes it must be sustained, its redevelopment must encompass economic development. Should the Brownfields Assessment Grant from the US EPA be awarded, a growing number of local entrepreneurs will be given the opportunity to bring their innovation and creativity to downtown serving to restore its former vitality, and consequently, its value.

What makes Ocala a city worth living in is its new pledge to diversity and flexibility, its strong sense of locality, and the historic sense of place that its planning efforts have confirmed.

Thank you for the opportunity to participate in this significant application process.

Sincerely,

ALBRIGHT & ASSOCIATES of Ocala, Inc.



Stephen J. Albright, Jr., MAI

GOVERNOR'S WEST OCALA NEIGHBORHOOD
REVITALIZATION COUNCIL

201 SE 3rd Street – Ocala, FL 34471 (352) 629-8322

December 9, 2014

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

Dear Ms. Gaboardi:

The City of Ocala Brownfields Redevelopment Program has been an active contributor to the redevelopment of the West Ocala area. Through the utilization of U.S. Environmental Protection Agency (USEPA) Brownfields assessment grants, numerous neighborhood commercial properties have been evaluated, allowing for any real or perceived environmental issues to be addressed. By removing the stigma of environmental concern, several vacant or underused properties have been sold, renovated or redeveloped, which has had a positive impact on the community's redevelopment effort. We feel there is a definite need for the Brownfields program to continue in our city and our neighborhoods.

While many sites have been mitigated over the years through the Brownfields efforts, there are still numerous properties that have been identified through the Ocala Brownfields Information System (OBIS) which need assessment. Through the Brownfields program these sites can be assessed and their clarification or removal would serve to energize the community redevelopment activities being pursued by our community leaders through our West Ocala Redevelopment Plan and the City of Ocala 2035 Vision. This organization will show support and bring awareness of Brownfield program and its benefits through town hall meetings, advocating to our neighborhoods, and encouraging redevelopment of Brownfield sites.

The City of Ocala would benefit greatly from the continued financial help of the USEPA. Therefore, we strongly support the City of Ocala's efforts to obtain the 2015 Brownfields assessment grant in order to continue the Brownfields Program that has been so successful in the past.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shatasha Jones', with a large, stylized flourish at the end.

Shatasha Jones
President

OCALA ENTERPRISE ZONE DEVELOPMENT AGENCY

201 SE 3RD STREET-OCALA, FL 34471 (352) 629-8312

December 8, 2014

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

Dear Ms. Gaboardi,

The City of Ocala Enterprise Zone Development Agency (EZDA) is happy to provide this letter of support for the city of Ocala's grant application to the 2015 Brownfields Assessment Grant Program. The EZDA is composed of 13 members who represent members of the community who support revitalization efforts provided through the Enterprise Zone program. Our membership includes leaders in our community representing education, workforce development, law enforcement, faith-based organizations, non-profit service organizations and community organizations. We commit to including discussions about the Brownfield program and Enterprise Zone benefits in our personal and professional encounters.

While governments have historically played prominent roles in redevelopment, other community stakeholders including members of the local business community, nonprofits, and residents are needed to realize broad community regeneration goals. The Enterprise Zone Development Agency, formed in 2010 to recommend approval of Enterprise Zone business incentive applications, is an important part of this community's redevelopment stakeholder network.

In Ocala, the city and its stakeholders have implemented a series of neighborhood level redevelopment initiatives ranging from financial incentives to qualifying businesses to public infrastructure improvements to attract private investment. There continues to be a concern that some neighborhoods are falling behind on a range of socio-economic indicators including employment, crime, blighting conditions and code enforcement, and underutilization of properties. The 2015 Brownfield Assessment Grant would support cohesion of redevelopment initiatives while helping address these disadvantages.

Thank you for the attention to this matter. Infill development at the neighborhood level and throughout the downtown core is central to our future as a sustainable community.

Sincerely,



Brad Nimmo
Chairman



City of Ocala

FY15 USEPA Brownfields Assessment Grant Application

Appendix D: Significant Economic Disruptions (Ocala Layoffs 2008 – 2014)

COMPANY NAME	NOTICE DATE	LAYOFF DATE	EMPLOYEES AFFECTED	INDUSTRY
Hamilton Products	6/25/2008	7/3/2008	3	Manufacturing
Emergency Medical Services Alliance	7/7/2008	9/30/2008	233	Health Care and Social Assistance
Fluid Routing Solutions	7/15/2008	7/18/2008	75	Manufacturing
Seminole Foods	7/15/2008	8/5/2008	15	Manufacturing
ClosetMaid	7/21/2008	7/31/2008	20	Manufacturing
E-One	7/21/2008	8/5/2008	172	Manufacturing
Hamilton Products	7/28/2008	7/31/2008	16	Manufacturing
Merillat	7/30/2008	10/31/2008	245	Manufacturing
Hamilton Products	8/8/2008	8/15/2008	12	Manufacturing
Universal Forest Products, Inc.	8/13/2008	10/11/2008	103	Administrative and Support and Waste Management and Remediation Services
MASCO Builder Cabinet Group	8/26/2008	11/1/2008	260	Manufacturing
MRMC	9/24/2008	9/30/2008	21	Healthcare
Ocala Star Banner	10/16/2008	10/17/2008	15	Information/Mfg
Fluid Routing Solutions	11/4/2008	11/21/2008	146	Manufacturing
Georgia Pacific	11/13/2008	1/10/2009	43	Manufacturing
Ocala Recycling	11/25/2008	12/1/2008	5	Manufacturing
ClosetMaid	12/3/2008	12/8/2008	50	Manufacturing
ESD Waste2Water	12/15/2008	1/21/2009	10	Manufacturing
E-One	12/16/2008	1/15/2009	100	Manufacturing
Mako Compressors	1/9/2009	1/20/2009	3	Manufacturing
Albertson's LLC	1/16/2009	1/18/2009	107	Retail Trade
American Panel	1/26/2009	1/28/2009	16	Manufacturing
Monterey Boats	2/5/2009	2/6/2009	65	Manufacturing
84 Lumber	2/12/2009	2/16/2009	10	Retail-Bldg Materials
Taylor, Bean & Whitaker Mortgage Corp.	8/10/2009	8/5/2009	964	Finance and Insurance
American Panel	8/28/2009	8/28 & 8/31/09	23	Manufacturing
Genesis House	9/23/2009	9/30/2009	16	Business
Camelot Care	9/25/2009	10/1 - 12/31/09	45	Business
Mako Compressors	10/8/2009	11/6 & 11/20/09	35	Manufacturing
Class 1	11/17/2009	11/19/2009	8	Manufacturing
Apria Healthcare	11/18/2009	11/19/2009	6	Healthcare



City of Ocala

FY15 USEPA Brownfields Assessment Grant Application

Appendix D: Significant Economic Disruptions (Ocala Layoffs 2008 – 2014)

COMPANY NAME	NOTICE DATE	LAYOFF DATE	EMPLOYEES AFFECTED	INDUSTRY
E-One	1/28/2010	2/4/2010	24	Manufacturing
Hamilton Products	2/22/2010	3/31/2010	1	Manufacturing
Pro Poly	5/12/2010	5/13/2010	6	Manufacturing
Franck's Pharmacy & Lab	5/14/2010	5/17/2010	11	Pharmacy
Pi	6/11/2010	6/30/2010	12	Restaurant
E-One	7/22/2010	7/22/2010	55	Manufacturing
Hospice of Marion County	8/4/2010	8/9 & 8/10/2010	14	Health Care and Social Assistance
Georgia Pacific	8/5/2010	9/10/2010	2	Manufacturing
Taylor Bean & Whitaker	12/17/2010	12/17/2010	18	Finance and Insurance
Department of Juvenile Justice	5/2/2011	5/9/2011 & 5/18/2011	20	Protection Services
CenterState Bank	5/3/2011	5/31/2011 & 6/30/2011	8	Finance and Insurance
Marion County Health Department	5/31/2011	5/31/2011	20	Health Care and Social Assistance
Department of Children and Families	6/1/2011	6/30/2011	70	Health Care and Social Assistance
Kmart Store #4727	7/6/2011	10/9/11-10/23/11	62	Retail Trade
Vend Service Inc.	8/25/2011	9/20/2011	15	Transportation and Distribution
Compass HRM Inc.	9/14/2011	9/16/2011	14	Human Resource Consulting Services
Munroe Regional Medical Center	10/3/2011	10/4/2011	9	Health Care and Social Assistance
Redlands Christian Migrant Assoc.	11/12/2011	11/12/2011 & 11/22/2011	52	Health Care and Social Assistance
Marion County BOCC	03/08/2012	03/08/2012	10	Government
Hostess Brands, Store #2841, #2812, #2065	05/14/2012	05/14/2012	21	Retail Trade
Elster AMCO Water, LLC	05/16/2012	05/25/2012	130	Manufacturing
Franck's Lab, Inc.	05/23/2012	05/23/2012 & 7/31/2012	20	Pharmacy
Center State Bank	06/16/2012	06/16/2012	9	Finance and Insurance
Ring Power	10/18/2012	10/18/2012	8	Retail Trade
Marion County School District	05/13/2013	05/13/2013	261	Education
Senture	7/08/2013	7/15/2013	18	Admin, Support, Waste Mgmt Remediation
Infolab, Inc.	8/23/2013	8/23/2013	8	Health Care and Social Assistance
American Panel	11/01/2013	11/01/2013	10	Manufacturing
AHCA Agency for Healthcare Admin	11/22/2013	06/31/2014	13	Government



City of Ocala

FY15 USEPA Brownfields Assessment Grant Application

Appendix D: Significant Economic Disruptions (Ocala Layoffs 2008 – 2014)

COMPANY NAME	NOTICE DATE	LAYOFF DATE	EMPLOYEES AFFECTED	INDUSTRY
HDA, Inc. and N-Store Merchandising	2/1/2014	2/1/2014	7	Retail/Merchandising
Kindred Spirits	2/14/2014	2/14/2014	50	Animal Services
Cox	4/14/2014	4/14/2014	7	Cable Service
Sitel	8/14/2014	8/14/2014	72	Service Management
Zefon International	11/14/2014	12/14/2014	45	Manufacturing
Spartan ERV	12/1/2014	6/14/2014	70	Manufacturing
Alarion Bank			14	Finance



City of Ocala

FY15 USEPA Brownfields Assessment Grant Application

Appendix E: Ocala Sites Identified for Additional Assessments

	PARCEL	NAME	LOCATION
1	23320-000-22	CITY OF OCALA #6.7.14	
2	23320-000-23	CITY OF OCALA #6.7.14	
3	23320-000-24	CITY OF OCALA #6.7.14	
4	23320-000-25	CITY OF OCALA #6.7.14	
5	24664-002-00	CAWTHON OIL CO	2414 NE JACKSONVILLE RD
6	22786-002-01	OCALA PETROLEUM INC	2711 W SILVER SPRINGS BLVD
7	23820-007-00	CITY OF OCALA	3500 SW 67TH AVE
8	23820-016-00	CITY OF OCALA	3001 SW 67TH AVE
9	13717-001-00	OCALA 489 LLC	1 BEHIND 3848 NW 27TH AVE
10	21465-000-00	OCALA 489 LLC	3425 NW 21ST ST
11	21490-000-00	OCALA 489 LLC	3341 NW 21ST ST
12	22831-003-00	OCALA PETRO INC	3825 W SILVER SPRINGS BLVD
13	22827-000-01	THE LIVING TRUST OF JAMES L ANDREWS 12/0	3637 W SILVER SPRINGS BLVD
14	23799-000-06	RACETRAC PETROLEUM INC	3708 SW COLLEGE RD
15	23320-002-00	CITY OF OCALA	
16	23320-001-00	CITY OF OCALA	
17	23652-001-00	FRONTIER OCALA LLC	2645 SW COLLEGE RD
18	23557-001-00	HANIN STANLEY B	2547 SW COLLEGE RD
19	23754-000-00	RITI INVESTMENTS LLC	3711 SW COLLEGE RD
20	23820-007-01	CITY OF OCALA	3450 SW 67TH AVE
21	27294-000-00	LEGACY SS INVESTMENT GROUP LLC	3933 E SILVER SPRINGS BLVD
22	26403-001-00	CENTERSTATE BANK OF FLORIDA NA	1900 NE 25TH AVE
23	27305-000-00	SAPP PROPERTIES INC	3789 NE SILVER SPRINGS BLVD
24	28554-000-00	CLARDY JOHN S JR	1001 S PINE AVE
25	28558-000-00	JEREMY OIL & FOOD INC	1010 S PINE AVE
26	13718-000-00	OCALA 489 LLC	
27	25427-000-00	KAY RALPH S	363 NW 20TH ST
28	25424-000-00	NAICKER ENTERPRISES INC	2015 N PINE AVE
29	25405-001-00	GANESHY INC	331 NW 20TH ST
30	28574-007-14	BOOTHBY WILLIAM TRUST	1423 S PINE AVE
31	23553-000-00	CITY OF OCALA CCN #008	2020 SW 8TH PL
32	21760-000-00	FLORIDA MIDDLE PROPERTIES INC	3740 NW BLITCHTON RD
33	23320-000-00	CITY OF OCALA CCN #6.7.14	1770 SW 60TH AVE
34	30790-000-00	CENTRAL FL PETROLEUM DISTRIBUTORS	1702 S PINE AVE
35	26879-000-04	PARK PROPERTIES INC	1909 NE 25TH AVE
36	26890-004-00	OCALA RESTAURANT PARTNERS INC	3105 NE SILVER SPRINGS BLVD
37	2833-011-133	THING PHALLA	1327 E SILVER SPRINGS BLVD
38	2833-012-117	NAICKER ENTERPRISES INC	1255 E SILVER SPRINGS BLVD
39	28339-013-00	CLD PROPERTIES LTD	1544 E SILVER SPRINGS BLVD
40	2823-005-006	CITY OF OCALA	302 SE BROADWAY ST



City of Ocala

FY15 USEPA Brownfields Assessment Grant Application

Appendix E: Ocala Sites Identified for Additional Assessments

41	2823-075-000	CITY OF OCALA	504 SE BROADWAY ST
42	2852-006-002	CENTRAL FLORIDA PETROLEUM	905 S PINE AVE
43	2823-065-000	CITY OF OCALA CCN#137	110 E SILVER SPRINGS BLVD
44	2570-204-401	RYMARK INC	833 NW 10TH ST
45	29315-000-00	PICCADILLY RESTAURANTS LLC	1602 E SILVER SPRINGS BLVD
46	2823-066-000	NEW HORIZONS LLC	35 SE 1ST AVE

Appendix F - Assessments Completed

#	PID	Name	Address	Activity	Funds	Project Notes	Year	Year	Prop Profile	Grant ID #	Notes
1	2853-049-001	ABC Signs	304 S Magnolia Ave	Phase I & II	FDEP	Redeveloped; 5 new jobs	1998		N		
2	2853-034-004,	Farmer's Funeral Home (form.)	125 SW 2 nd Ave	Phase I & II	DEP/OTTED	Complete; sold		199	N		
2	2853-034-004	Farmer's Funeral Home (form.)	125 SW 2 nd Ave	Phase I & II	DEP/OTTED	Complete; sold		200	N		
3	26176-000-00	Taylor, Bean & Whitaker	1417 N Magnolia Ave	Phase I	OTTED	Redeveloped; expanded	1998		N		
4	2572-012-001	Scotty's Bldg. Supplies (former)	121 NW 10 th St	Phase I & II	OTTED	Redeveloped; 10 new jobs 300+ new jobs	1999	1999	N		
5	2572-025-008	Marion Electric Motors (former)	1001 N Magnolia Ave	Phase I	OTTED	Converted to greenspace	N/A	N/A	N/A		
5	2572-025-009	Marion Electric Motors (former)	1002 N Magnolia Ave	Phase I	OTTED	Converted to greenspace	N/A	N/A	N/A		
6	26176-000-00	White's Meat (former)	300 NE 14 th St	Phase I & II	EPA	Redeveloped Office Complex; 600 + new jobs	2000	2000	N		1st 99 brownsfield, phase II w/ FL department of transportation funds
7	28630-017-000	Marion Roofing – A/C (former)	604 NW 1 st Ave	Phase I & II	EPA	Renovated; 12 new jobs	2000		N		
7	2574-007-000	Marion Roofing – A/C (former)	604 NW 1 st Ave	Phase I & II	EPA	Renovated; 12 new jobs	2001		N		
8	2823-052-004	Main Street Bldg. – Evans Bldg.	300 SE 1 st Ave	Phase I	EPA	Renovated; 10 jobs saved	2000		N		
9	28234-010-00	Turnipseed Chevrolet (former)	303 NE 1 st Ave	Phase I & II	EPA	Sold - Redeveloped	2000	2001	N		
9	28235-006-00	Turnipseed Chevrolet (former)	304 NE 1 st Ave	Phase I & II	EPA	Sold - Redeveloped	2000	2001	N		
10	28235-006-00	Ocala Manufacturing	416 NE Osceola Ave	Phase I	EPA	Complete	2000		N		
11	2571-016-002	Shell – Car Wash #12 (former)	817-819 N Pine Ave	Phase I & II	EPA	Complete; sold	2003	2004	N		
12	2852-017-003	Ocala Paint Center (former)	514 S Magnolia Ave	Phase I	EPA	Redeveloped; 5 new jobs	2003		N		
13	28234-006-00	Manning Millwork & Doors	328 NE 1 st Avenue	Phase I & II	EPA	Complete; to be sold	2003	2004	N		
14	2865-002-000	Manning Building Supplies	530 NW 1 st Avenue	Phase I	EPA	Complete; to be sold	2003		N		
15	2866-003-000	Manning Warehouse	511 NW 1 st Avenue	Phase I	EPA	Complete; to be sold	2003		N		
16	26175-000-00	Magnolia Shopping Center	1469 N Magnolia Ave	Phase I	EPA	Comp.; expansion potential	2003		N		
17	2823-055-010	Weiner Argo Law Firm	50 SE 1 st Avenue	Phase I	EPA	Renovated; 4 jobs saved	2003		N		
18	26136-001-00	Alternative Phone Co.	1410 NE 8 th Avenue	Phase I	EPA	Comp.; expansion potential	2003		N		Last 99 grant
19	2853-011-000	Tires Plus	405 S Pine Avenue	Phase I	EPA	Comp.; renovation potential	2004		N		1stgrant w/ 04' grant
20	25448-005-00	Fairbanks Property	1600 Blk, NW 4 th Ave	Phase I	EPA	Develop. comp; 12 new jobs.	2004		N		
21	2572-007-005	Ebony Beauty Supply	242 NW 10 th Street	Phase I	EPA	Comp.; expansion potential	2004		N		
22	2854-025-009	B.F. Goodrich Bldg. (former)	201 SW Broadway St	Phase I	EPA	Comp.; Redevelopment Plan	2004		N		
23	2854-016-003	Bob's Tire and Brake (former)	317 SW Broadway St	Phase I & II	EPA	Complete; Sold	2004		N		
24	2854-016-001	Jodie's Restaurant (former)	308 SW Sil. Spgs. Blvd.	Phase I	EPA	Complete; Sold	2004		N		
25	2854-016-002	AllPro Tint	13 S Pine Avenue	Phase I	EPA	Sold; new bus.; 5 new jobs	2004		N		
26	2854-016-004	United Cab (former)	307 SW Broadway St	Phase I	EPA	Complete: Sold	2004		N		
27	2854-005-001	Aamco Transmission (former)	12 S Pine Avenue	Phase I & II	EPA	Renovated; 6 new jobs	2004	2004	N		
28	2854-005-002	Citgo Gas Station (former)	18 S Pine Avenue	Phase I & II	EPA	Renovated with former Aamco	2004	2004	N		
29	2824-007-000	Dossey's Chevron Auto Serv.	315 E. Silver Spgs Blvd	Phase I	EPA	Redeveloped; 6 new jobs	2004		N		
30	2854-041-000	Toffaletti / Historic Bldg.	304-316 N. Magnolia	Phase I	EPA	Comp.; Sold	2004		Y	96411004-0	
31	2823-054-004	Barrett Building	104 SE 1 st Avenue	Phase I & II	EPA	Comp.; to be redeveloped	2004	2005	Y	96411004-0	
32	2823-053-006	Skipper's Office Solutions	224 SE 1 st Avenue	Phase I & II	EPA	Sold; to be redeveloped	2005	2006	Y	96411004-0	
33	2637-004-000	Former Edwards Supply	560 NE 14 th Street	Phase I & II	EPA	Redevelopment Potential	2005	2006	Y	96411004-0	Items and cost associated with phase II
34	26287-000-00	Conchiglio Warehouses	334 NE 14 th Street	Phase I & II	EPA	Redevelopment Potential	2005	2007	Y	96411004-0	Items and cost associated with phase II

Appendix F - Assessments Completed

#	PID	Name	Address	Activity	Funds	Project Notes	Year	Year	Prop Profile	Grant ID #	Notes
35	2854-025-001	Former Marion Tire & Battery	210 W Silver Spgs Blvd	Phase I	EPA	Redevelopment Potential	2005		Y	96411004-0	
35	2854-025-001	Former Marion Tire & Battery	200 Blk. SW Broadway	Phase I	EPA	Sold – Development Potential					
35	2854-025-005	Former Marion Tire & Battery	200 Blk. SW Broadway	Phase I	EPA	Sold – Development Potential					
35	2854-025-008	Former Marion Tire & Battery	200 Blk. SW Broadway	Phase I	EPA	Sold – Development Potential					
35	2854-025-009	Former Marion Tire & Battery	200 Blk. SW Broadway	Phase I	EPA	Sold – Development Potential					
36	25596-000-00	Barriner Site	1505 NW 10 th Street	Phase I	EPA	Renovation – Expansion	2005		Y	96411004-0	
37	2822-030-001	Star-Banner Site (former)	819 SE 1 st Terrace	Phase I	EPA	Redeveloped; 8 new jobs	2005		Y	96411004-0	
38	28237-002-00	Kubota Tractor (former)	415 N Magnolia	Phase I	EPA	Renovated – 5 new jobs	2006		Y	96411004-0	
39	28237-005-00	OK Corral Trucks (former)	431 NE 1 st Avenue	Phase I	EPA	Renovated; 10 new jobs	2006		Y	96411004-0	
40	28481-000-00	City Yard	400 Blk. NW 4 th Terr	Phase I	EPA	City Retention Pond Project	2006		Y	96411004-0	
40	28481-000-00	City Yard	400 Blk. NW 4 th Terr	Phase I	EPA	City Retention Pond Project	2007		Y	96411004-1	
41	22328-000-00	Music Station / Pawn (former)	1710 NW 10 th Street	Phase I	EPA	Sold – Office Development	2007		Y	96411004-0	
42	2637-002-000	Royal Oak Storage (former)	530 NE 14 th Street	Phase I	EPA	Renovated; 10 new jobs	2007		Y	96461006-0	
43	26136-002-00	Little One Alternator Shop	605 NE 14 th Street	Phase I	EPA	Renovated; saved 5 jobs	2007		Y	96461006-0	
44	2855-005-000	Piccione Warehouse (former)	458 NW 1 st Street	Phase I	EPA	Renovated; 6 new jobs	2007		Y	96461006-0	
45	2855-004-001	Habitat For Humanity	NW 2 nd Street	Phase I	EPA	Affordable housing	2008		Y	96461006-0	
46	2851-006-000	Thompson Bowl – Habitat	SW 3 rd – 5 th Street	Phase I	EPA	Affordable housing	2008		Y	96461006-0	
46	2851-007-000	Thompson Bowl – Habitat	SW 3 rd – 5 th Street	Phase I	EPA	Affordable housing	2009		Y	96461006-1	
46	2851-008-000	Thompson Bowl – Habitat	SW 3 rd – 5 th Street	Phase I	EPA	Affordable housing	2010		Y	96461006-2	
46	2851-009-000	Thompson Bowl – Habitat	SW 3 rd – 5 th Street	Phase I	EPA	Affordable housing	2011		Y	96461006-3	
46	2851-010-000	Thompson Bowl – Habitat	SW 3 rd – 5 th Street	Phase I	EPA	Affordable housing	2012		Y	96461006-4	
46	2851-011-000	Thompson Bowl – Habitat	SW 3 rd – 5 th Street	Phase I	EPA	Affordable housing	2013		Y	96461006-5	
46	2851-012-000	Thompson Bowl – Habitat	SW 3 rd – 5 th Street	Phase I	EPA	Affordable housing	2014		Y	96461006-6	
46	2851-013-000	Thompson Bowl – Habitat	SW 3 rd – 5 th Street	Phase I	EPA	Affordable housing	2015		Y	96461006-7	
46	2851-014-000	Thompson Bowl – Habitat	SW 3 rd – 5 th Street	Phase I	EPA	Affordable housing	2016		Y	96461006-8	
47	281-082-002	Ocala4Sale	40 SW Pine Avenue	Phase I	EPA	Expansion project	2008		Y	96461006-0	
48	21939-000-15	Habitat (Phoenix Project)	NW 21 st Street	Phase I & II	EPA	Affordable housing					Need to find
48	21939-000-28	Habitat (Phoenix Project)	NW 21 st Street	Phase I & II	EPA	Affordable housing					
49	2572-011-001	Truck-O-Rama	33 NW 10 th Street	Phase I & II	EPA	Renovated; 5 new jobs	2008	2009	Y	96461006-0	Call EPA support and fix jobs data, and redevelopment

Over 60 acres assessed; \$35M property value impact; over 1000 jobs created; \$25M private investment



Appendix G:

Evidence of Funding and Commitment for Target Community

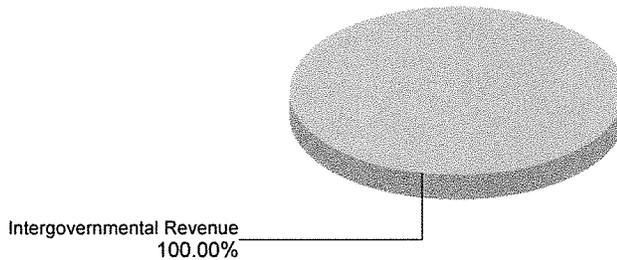
1. Community Development Block Grant (CDBG) FY15 Budget
2. Draft of West Ocala Redevelopment Plan
3. Draft of West Ocala Redevelopment Plan: Project Implementation Matrix
4. West Ocala CIP Projects
5. Projects funded by CDBB and SHIP FY2013-2014

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

This fund accounts for the entitlement received from the Community Development Block Grant through a federal grant from the Department of Housing and Urban Development to address a variety of community issues, including public services.

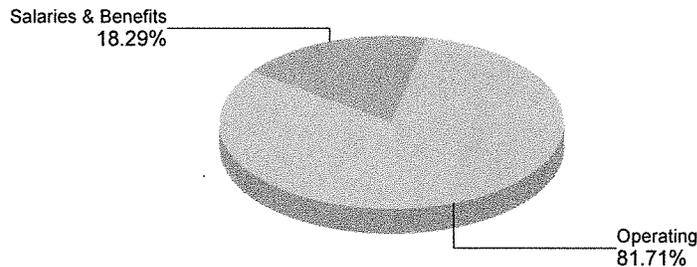
Funding Sources	FY 12-13 Actuals	Adopted Budget FY 13-14	Amended Budget FY 13-14	YTD Actuals FY 13-14	Adopted Budget FY 14-15
Intergovernmental Revenue	421,291	469,165	567,353	273,974	450,953
Miscellaneous Revenues	14,630	0	4,883	6,918	0
Total	\$435,921	\$469,165	\$572,236	\$280,891	\$450,953

Sources by Category



Funding Uses	FY 12-13 Actuals	Adopted Budget FY 13-14	Amended Budget FY 13-14	YTD Actuals FY 13-14	Adopted Budget FY 14-15
Salaries & Benefits	53,538	73,674	73,674	61,602	82,458
Operating	356,814	395,491	498,562	308,036	368,495
Capital	13,440	0	0	0	0
Total	\$423,791	\$469,165	\$572,236	\$369,638	\$450,953

Uses by Category



Staffing Levels	2012-2013	2013-2014	2014-2015
Total Staffing Levels	1	1.15	1.35



West Ocala Redevelopment Plan

Great Gateways, Viable Corridors, Thriving Community

I. Executive Summary

The West Ocala Community Redevelopment Area Plan (Plan) envisions corridors that offer residents, businesses, visitors and investors inviting places to shop for their everyday needs, conduct commerce, interact with one another, and access opportunities for economic growth. It is designed to improve the appearance, function and market value of the City's key commercial corridors with the aim towards restoring economic vitality.

In accordance with Florida Statutes 163.360, Ocala City Council determined that a geographic area of West Ocala was blighted by Resolution 2013-42. This geographic area is bounded by Interstate 75 on the west, Pine Avenue on the northeast, SW College Road on the south and Northwest 28th Place to the north. The major corridors which fall within the redevelopment area include State Road 40 from I-75 on the west and Pine Avenue on the east, US 27 from I-75 on the west to Pine Avenue on the east, and State Road 200 from I-75 on the west and Pine Avenue on the east; portions of Martin Luther King, Jr. Blvd and 27th Avenue are also included.

It is important to understand the Plan reflects the implementation of specific capital projects and reinvestment goals, objective, and strategies on the SR 40 corridor first. This decision is based in City Council's desire to focus on SR 40 which serves as the primary gateway into the heart of the City. As revenues from tax-increment financing become available after projects on SR 40 are completed and financed, capital projects on other corridors located in the CRA will be programmed.

While SR 40 is the first redevelopment priority in terms of capital projects, the other reinvestment strategies reflected in the Plan apply to the remaining corridors without any delay. For example, Goal 3 which is defined later in this Plan involving the improvement of vacant, dilapidated and nuisance properties which are barriers to corridor redevelopment will



apply to all corridors simultaneously. Should funding from the redevelopment trust fund and other sources become available, the Plan's goals, objectives and strategies relative to capital projects will be implemented throughout the CRA.

It is also important to understand that Florida Statutes 163.360(2) (c) sets forth the requirement to provide for the development of affordable housing in the Community Redevelopment Area, or state the reasons for not addressing the development of affordable housing in the area.

The West Ocala Community Redevelopment Area Plan does not address the development of affordable housing in the area. The purpose of the Plan is to concentrate on revitalization primarily on and within the major corridors in the boundaries of the CRA, with the expectation the surrounding neighborhoods would be favorably affected by the public improvements and reinvestment strategies described in this Plan.

Previous planning initiatives which closely influence the Plan including the Ocala 2035 Vision and West Ocala Community Plan (Appendix 1) do not identify the development of affordable housing as a priority. Instead, they require the City to prepare specific Community Plans for neighborhood preservation, enhancement, redevelopment, and new development by 2022. Among the desired outcomes of the West Ocala Redevelopment Plan completed in 2012 is the creation of a CRA which focuses on physical improvements, attractive gateways, and economic sustainability by 2014. The Plan concentrates on these outcomes.

The City's Housing Element within the Comprehensive Plan (Appendix 2) addresses the provision of safe, sanitary and affordable housing in West Ocala and citywide. Nearly 100 percent of the City's CDBG allocation is dedicated to the development and rehabilitation of housing for low income families and the elderly. The City's annual SHIP funding is directed towards housing rehabilitation. The City will continue to work closely with Habitat for Humanity, Ocala Housing Authority, and other housing nonprofit organizations to address affordable housing needs, and any displacement which may occur during the rehabilitation process on an ongoing basis.



II. Introduction

The City of Ocala is in the midst of an ambitious effort to redevelop its gateways and corridors into desirable centers of economic activity. Gateways and corridors are primary access points into communities, and form a coherent geographical unit that offer the greatest opportunities for attracting private investment, stimulating commerce, and producing physical and social benefits to business, visitors and residents living in nearby neighborhoods.

The West Ocala Community Redevelopment Area Plan examines gateways and corridors beyond a definition of particular locations on a map (Appendix 3). The Plan's approach to gateways and corridors looks at function and opportunity. The city's community destinations lie some distance from its highway oriented gateways. Ocala's corridors serve a broad gateway purpose, drawing people into the community.

Ocala's gateways announce that you have entered the city. As the first thing that people see when entering Ocala, these gateways create a lasting impression of the community. These gateways should be lighted, well landscaped and designed with quality so they present an enduring positive image.

The primary gateway point for Ocala that continues through the heart of the city and Downtown occurs at the SR 40 and Interstate 75 interchange. Other interchange gateway locations occur at SR 200 and US 27. The interchanges create a focal point for a gateway, and the roadway system establishes these points as the primary entrances to Ocala.

Other gateway locations located away from interchanges occur at key road junctures including Croskey Center at SR 40 and Martin Luther King Boulevard, entry into Downtown from the west at SR 40 and Pine Street, entry into Downtown from the east at SR 40 and 8th Avenue, and the entry into Ocala at NE 20th Street and Pine Avenue, to name a few.

Around the country, planning and economic development professionals have been working together to redevelop corridors that work for their communities. Even though Ocala's corridors are the primary neighborhood



facilities for transportation, commercial services, and public services, SR 40, SR 200, US 27, Pine Street and Martin Luther King Boulevard have declined in activity and vibrancy. In the 1960s, retail demand began to shift to the outer edges of city and to the suburbs as new suburban residential areas emerged. Commercial streets, once a seam of related uses, became locations of deteriorating buildings, empty storefronts, code enforcement violations and marginal businesses. This undersupply of quality goods and services generated poor pedestrian environments and amenities, untended streetscapes and sidewalks, and other conditions of urban blight.

Despite deteriorating economic use, SR 40, SR 200, US 27, Pine Street and Martin Luther King Boulevard will continue to serve as gateway corridors which provide visitors with primary access to Ocala and also function as the major internal transportation arteries for city and area residents. These gateways and corridors create the most significant initial image of the community for visitors and potential business investors. These features have the potential to encourage quality private investment and enhance community appearance, or alternatively, detract from these important purposes.

The formation of the West Ocala Community Redevelopment Area Plan was challenging. A large part of the challenge of improving the city's gateways and corridors involved resolving the conflicting functions and objectives on these roadways and are noted here.

- The primary corridors in Ocala involve state and federal highways. The primary objective of these roads is to move traffic safely and efficiently.
- The corridors are commercial districts comprised of strip plazas, small neighborhood eating establishments, pop-up businesses, and convenience stores. These businesses seek visibility and convenient access.
- The gateways and corridors at interchanges serve the automobile-oriented traveler with fuel, car repair, and fast food. Hotels, once serving the traveling public, are housing individuals and families left homeless by the economic downturn.



- These corridors support pedestrian activity where nearby neighborhood residents often without private transportation walk to commercial and public services.
- These roadways are important parts of the community image. The appearance of infrastructure, structures, and vacant land along these roads shape the impression of Ocala formed by visitors, non area residents, and potential investors.

Orchestrating the redevelopment of West Ocala’s gateways and corridors requires at least three complementary strategies: restructuring the pattern of land use and the type of development lining the corridors, incorporating the redesign and enhancement of the right-of way, and supporting the redevelopment of catalytic locations to stimulate new investment. The first of these complementary strategies will be implemented by Ocala Vision 2035, amended Comprehensive Plan, and new form-based code. The second and third complementary strategies while also a part of these urban planning tools will be implemented by the West Ocala Community Plan and West Ocala Redevelopment Plan.

The redevelopment plan for West Ocala specifically addresses the second and third complementary strategies in Section VIII.

III. Current Physical Conditions Assessment

Population Characteristics

The CRA represents 39 percent of the total area of the West Ocala Community Plan study area. The study area is defined as NW 35th Street to the north, US 441(Pine Avenue) to the east, SW 3rd Street - SW 10th Street - SR 200 (SW College Road) to the south, and I-75 to the west.

The geographic area of the CRA, a segment of the West Ocala Community Plan study area, is bounded by I-75 on the west, Pine Avenue on the northeast, SW College Road on the south and NW 28th Place to the north. The major corridors which fall within the redevelopment area include SR 40



from I-75 on the west and Pine Avenue of the east, US 27 from I-75 on the west to Pine Avenue on the east, and SR 200 from I-75 on the west and Pine Avenue on the east; portions of Martin Luther King, Jr. Blvd and 27th Avenue are also included.

According to the 2013 Bureau of Economic and Business Research (BEBR), the City of Ocala has a population of 57,468 while the ESRI, Inc. data shows the West Ocala Community Plan study area has a population of only 10,149 in 2012. This represents 17.6 percent of the total population.

The ESRI, Inc. data shows there are _____ people living within _____ minutes of the CRA, _____ within 10 minutes, and _____ within _____ minutes. This means the CRA has access to a potential market of more than _____ additional people for the purpose of supporting new development within its boundaries.

Household Characteristics

There are 1,497 households within the study area compared to 24,395 within the City and 2,108 households within a 1 mile radius of the study area, 6,279 within a two mile radius, and 13,393 within a three mile radius. The study area average household size is 2.8 people compared to 2.33 people in the City. Appendix 4 - Statutory Requirements 163.362 details additional information regarding housing characteristics. The residential units map found in Appendix 4.4 depicts the housing characteristics found in the CRA.

Race and Ethnicity

Just over 63 percent of the City population is non Hispanic white, and 20.4 percent is African American, and 11.7 percent are Hispanic or Latino. The race and ethnicity within the study area is different than compared to the City. There is a higher proportion of the study area population that is African American, or 78.8 percent.

Income, Education and Employment Characteristics



The per capita income in the study area is \$10,206 as compared to the City of Ocala per capita income of \$22,215. Forty percent of the households within the study area have incomes less than \$15,000 and 33 percent of households have incomes between \$15,000 and \$34,999.

While 33 percent of the study area has at least some college education, only 46 percent are White-Collar Employed, as compared to 23 percent and 60 percent, respectively, for the City of Ocala.

Median Household Income

Median household income divides the income distribution into two equal groups having incomes above the median, and the other having incomes below the median. The median household income in the study area is \$20,299 which is just over fifty percent of the City’s median household income of \$ 39,806.

While the median household income is \$20,229, the median household income is \$21,182 within a one mile radius, \$27,505 within a two mile radius, and \$32,849 within a three mile radius.

Housing Characteristics

According to ESRI, there are 1,497 occupied housing units within the boundaries of the study area. According to currently available City GIS data, approximately, 1,071 units are single-family and 175 are multi-family buildings with approximately 825 apartments. Fifty-four percent are renters, 46 percent are owner occupied. Of total housing units, approximately _____ percent are vacant.

Commercial Real Estate

According to ESRI, there are _____ square feet of commercial real estate within the CRA. Approximately, _____ percent of this space was occupied/vacant in 2013. Citywide, the occupancy/vacancy rate was _____ percent



In the retail sector, citywide vacancy was _____ percent in 2013. Retail space within the CRA demonstrates a similar/ different rate. Its vacancy rate was _____ percent in the same time period.

Industrial Real Estate

Insert same type of information as above.

CRA Taxable Value by Land Use

Of the roughly 2,376.3 acres of property in the CRA as of 2013, 1,936.6 acres are taxable. Compared to the existing CRA (374.8 taxable acres of 548.3 total), this number is high. According to 2013 Marion County Property Appraiser data the number of undeveloped properties in the CRA is 1,100; this number includes all zoning classifications, as well as DRAs and WRAs.

Table 1 - Taxable Value by Land Use 2013		
Land Use	Taxable Value	% of Base
Undeveloped	\$20,290,876	4.32%
Developed Single Family Residential	\$21,215,858	4.51%
Developed Multi-Family Residential	\$28,115,740	5.98%
Developed Commercial	\$330,640,333	70.32%
Developed Industrial	\$63,279,731	13.46%
Developed Institutional	\$4,868,971	1.04%
Developed Utility	\$1,797,646	0.38%
Total Taxable Value	\$470,209,155	

Existing Land Use

The land use analysis describes how property is being used according to the City of Ocala Land Use Map and the Marion County Property Appraiser. It indicates which uses are most prevalent, where similar uses are clustered, the size of those uses, and opportunities for new users.

The existing land use analysis reveals that Commercial is the most common use in the CRA, accounting for nearly 29 percent of the total land



area. This use includes mostly retail, gas station, fast food, and convenience stores. Most of the retail centers are older strip commercial centers with some viable businesses. There are approximately 78 office buildings, mostly one story, housing various uses, including professional, medical services, and community non-profit organizations.

The USDA defines a food desert as urban neighborhoods and rural towns without ready access to fresh, healthy, and affordable food. Based on this definition, West Ocala is a food desert, grocery stores providing fresh food options to residents are lacking in the commercial uses in this area.

Undeveloped land is the second most common use in the CRA with nearly 24 percent of the total land area. While a portion of land which is listed as vacant by the property appraiser, a closer look reveals there are portions dedicated to surface parking, water retention areas, and public open space.

Industrial is the third most common use in the CRA with nearly 16 percent of total land area.

Residential is the fourth most common use in the CRA with 14 percent of total land area.

Table 2.1 - West Ocala CRA Existing Land Use Summary

Land Use	Acres	Percentage of Total
Agricultural	14.91	0.63%
Commercial	690.34	28.97%
DRA	64.94	2.72%
Education	30.52	1.28%
Government	130.82	5.49%
Industrial	375.86	15.77%
Institutional	29.77	1.25%
Office	90.89	3.81%
Recreation	2.7	0.11%
Residential	342.16	14.36%
Undeveloped	570.28	23.93%
Worship	40.09	1.68%



Total	2,383.28	100 %
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Existing Land Use Data utilized from EAR2011

Existing Zoning

Zoning addresses use, height, setbacks, and Floor Area Ratio (FAR). The underlying zoning for the majority of the property within the CRA is M-1 Light Industrial, although there are lots which are zoned B-4 General Business District, B-2 Community Business Districts, and R-2 Two Family Residential District.

More intense zoning classifications, such as industrial uses can be found in specific industrial districts. Commercial and office uses can be found along major arterial corridors with residential neighborhoods located on collector and local roadways. Moving east along the corridors from I-75, within the CRA there is a transition of uses; arterial corridors tend to be generally commercial, interspersed with undeveloped land and residential. North and west of the corridors, the dominant land uses become single family and multi-family residential.

Future Land Use

The City’s future land use map shows land use types and densities the city has determined to be the most desirable for a particular area. The map defines large geographic areas which are proposed for six types of development that extend from the most urban at the core to the least urban at the edge of the City. The availability of public services and facilities (including transportation, water and wastewater, drainage, parks and recreation, fire protection, and police protection), environmental limitations and compatibility with surrounding land uses are the primary factors which determine the density, intensity, and type of development that may occur.

Although services, environmental limitations and surrounding land uses are major considerations when defining land uses, natural characteristics of the land, accessibility, public choice and transportation network also define future land use and densities.

In 2010, the City of Ocala amended its Comprehensive Plan to incorporate:



**Table 2.2 - West Ocala CRA Future Land Use
2010 Summary**

Land Use	Acres	Percentage of Total
Neighborhood	635.43	24.94%
Public	79.51	3.12%
Employment Center	697	27.36%
High Intensity/CBD	103.63	4.07%
Medium Intensity	320.73	12.59%
Low Intensity	711.4	27.92%
Total	2,547.7	100 %

Future Land Use data utilized from City of Ocala's Comprehensive Plan

Future Form-Based Code

Form based code (FBC) is 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. Over the years, urban sprawl, deterioration of historic neighborhoods, and an under consideration of pedestrian safety has discouraged a compact, walkable urbanism. The form-based code is a tool to address these deficiencies and provide local governments with the regulatory means to achieve future development objectives.

Form-based codes address the relationship between building facades and the public realm, form and mass of buildings in relation to one another, and the scale and types of streets and blocks. The regulations and standards in form-based codes, presented in both diagrams and text, are keyed to a regulating plan that designates the appropriate form and scale of development.

This is in contrast to conventional zoning's focus on the segregation of land uses, and the control of development intensity through mutually exclusive parameters like floor area ratios, dwelling units per acre, setbacks, and parking ratios.

In 2010, as part of the approval of the City's Ocala 2035 Vision, the City included a recommendation to develop a Form-Based Code to regulate the



desired site design and building form for appropriate areas of the City particularly in the downtown area. In 2013, the City revised their existing Comprehensive Plan and included the following policy regarding the adoption of a Form Based Code:

Policy 4.1: By 2014, the City shall create and adopt a Form Based Code as part of its Land Development Code, to promote and regulate the desired site design and building form for designated areas and, in connection therewith, shall consider design themes established in the Ocala 2035 Vision. The Form Based Code shall include a regulating plan that establishes the specific geographic area within which these standards apply.

The City also required that development within the High Intensity Future Land Use Designation, which includes the downtown, shall be regulated by a Form Based Code.

Staff is currently working on an ordinance for the creation of a downtown Form Based Code. The code is scheduled to be adopted in the first quarter of 2015.

Ownership Patterns

The CRA has large tracts of land under single ownership which will facilitate redevelopment. Of the large tracts (parcels totaling 5 or more acres in size) of land lining the corridors, 40 are under single ownership and 4 have more than one owner.

The introduction of the Plan identifies the strategy of promoting the redevelopment of catalytic locations to stimulate new investment. Twelve sites are identified as high profile, catalytic project areas that possess the potential to transform the surrounding area and have a positive influence of future development. Lining SR 40, the catalytic locations are located at:

- 1) Eastern Intersection of I-75 and SR40



- 2) Vacant Lot Adjacent to Golden Flake at parcel 22763-000-00
- 3) Skyline located at 3030 W Silver Springs Blvd
- 4) Intersection of 27th Avenue and SR40
- 5) Crosky Center located at 1501 W Silver Springs Blvd
- 6) Western Intersection of South Pine Avenue and SR40

Of the catalytic site locations, 3 are under single ownership.

Table 3 - Catalytic Sites with Acreage and Ownership 2014

Catalytic Site	Acres	Multiple Ownership	Single Ownership
Eastern Intersection of SR40 & I-75	413.61	X	
Intersection of 27th Ave & SR40	18.73	X	
Croskey Center - 1501 W Silver Springs Blvd	28.64	X	
Gaitway Plaza - 2701 SW College Rd	23.16	X	
Paddock Mall - 3100 SW College Rd	62.32	X	
Pine Shopping Center - 720 S Pine Ave	11.39	X	
Western Intersection of Pine Ave & SR40	5.06	X	
Skyline - 3030 W Silver Springs Blvd	20.64		X
Western Intersection of SW 10th St & Pine Ave	3.9	X	
Western Intersection of SW 17th St & Pine Ave	9.09	X	
Vacant Lot Adjacent to Golden Flake - 22763-000-00	27.8		X
Vacant Lot Adjacent to Pine Shopping Center - 2851-002-000	9.87		X

Circulation and Block Pattern

Block pattern describes the way in which the lots, blocks, and streets are laid out in the context of natural features. Block patterns reflect the historic context, as well. Older communities where the primary mode of transportation is walking may have shorter blocks than newer areas supporting vehicular traffic.

The West Ocala CRA is characterized as having 391 blocks in a primarily gridded pattern.

The major roadways within the CRA are SR 40, SR 200, US 27, and portions of Martin Luther King Boulevard and 27th Avenue. These facilities



are classified as arterial roadways. The local streets within the CRA are generally laid out in a regular gridded pattern. .

The major roadways are typically 4 - 6 lanes with 2 - 3 lanes in each direction, a grass or concrete median, and have at least one turn lane and shoulders in each direction. However, gateway corridors leading into the City of Ocala fail to give travelers a clear identity of Ocala. Contributing to this identity problem is the location and auto-oriented nature of buildings along State Road 40, State Road 200 and US 27. Most of the commercial buildings are set back from the road right-of-way and are fronted by expanses of parking, creating a large void between the road and buildings.

The existing traffic conditions (daily volumes) are shown in the table below.

Table 4 - Arterial Roadways with Traffic Counts and Level of Service 2014						
Roadway	From	To	Number of Lanes	ADT	LOS	v/C
I-75	SR 200	SR 40	6	69,000*	B	0.74
	SR 40	US 27	6	63,500*	B	0.68
SR 40	I-75	SW 27th Ave	4	29,500*	C	0.74
	SW 27th Ave	US 441	4	24,000*	C	0.60
US 27	I-75	SW 27th Ave	4	19,900*	C	0.50
	SW 27th Ave	US 441	4	26,500*	C	0.67
SR200	I-75	SW 27th Ave	6	43,000*	C	0.72
	SW 27th Ave	MLK Jr. Ave	6	38,500*	C	0.64
	MLK Jr. Ave	US 441	4	26,500*	C	0.67

*Data from road segments were averaged
v/C = percentage of roadway capacity utilized
Source: Marion County TPO 2009-2013 Traffic Counts & Trends Manual
http://www.ocalafl.org/uploadedFiles/TPO_Services/2013%20DRAFT%20TC_TM%20Manual.pdf

There are 26 signalized intersections, with as many safe pedestrian crossings, and 166, 866 linear miles of sidewalks.

Bicycle lanes can be found scattered throughout the CRA. Although bike lanes are inconsistent, the Transportation Planning Organization (TPO) is working towards closing gaps with the 2035 Bicycle and Pedestrian Master Plan (Bike Ped Master Plan). Upon completion of the pedestrian bicycle



facility improvements set out in the 2035 Bike Ped Plan will considerably improve safety throughout the CRA.

Appendix 5 depicts existing bicycle lanes and gaps in the West Ocala CRA.

Sidewalks exist along all major corridors in the CRA, connecting commercial areas to residential. Additionally, sidewalks can be found along collector and local streets throughout neighborhoods; however, there are areas in which gaps still exist. The City has identified approximately 8,281 linear feet where gaps in sidewalks currently exist in the West Ocala CRA.

Appendix 6 depicts existing sidewalks and gaps in the West Ocala CRA.

Staff is currently assessing right-of-way availability to gain understanding of the feasibility of adding additional sidewalks to the areas where sidewalks are lacking.

Public transportation currently serves the entire CRA. SunTran, a traditional, fixed-route, public transit system exists within the City and services most of the CRA. Many employment centers, such as those located in the industrial districts, as defined by the Future Land Use element of the Comprehensive Plan, do have direct access to public transportation routes. SunTran has routes connecting the industrial centers south of SR 40 and east of I-75, on North Pine Ave, and most of US 27 primarily to the residential districts within in the CRA.

Schools

Schools located within the CRA include: Madison Street Elementary, Howard Elementary, and Contemporary Christian Academy. Schools located just outside the boundaries that are attended by residents of the CRA include: College Park Elementary, Dr. N H Jones Elementary, Howard Middle, Hale Academy, and the College of Central Florida.

The 2035 Bike Ped Plan will address the provision of safe routes to schools by providing sidewalks along all streets within a 2 mile radius of schools.



Open Space

A positive feature of the CRA is the amount of existing open space and the walkability to public parks from neighborhoods. There are currently 7 public parks and 2 walking trails in the CRA. This compares to 73 parks and 8 walking trails city wide. A map outlining Open Space in the CRA can be found in Appendix 4.2.

The parks located in the West Ocala CRA are:

- 1) Poinciana Park
- 2) 2nd Chance Tot Lot
- 3) Martin Luther King Recreation Complex
- 4) Rivers Tot Lot
- 5) Thompson Bowl
- 6) Lamb Park
- 7) OPD Playground

Additionally, the following parks located within West Ocala neighborhoods:

- 1) Lillian Bryant Park
- 2) Pine Oaks Golf Course
- 3) Pine Oaks Preserve Disc Course
- 4) Scott Springs
- 5) Polly Palmer at Paddock Park
- 6) MLK Memorial
- 7) Boys & Girls Club

In 2010, the City completed its City of Ocala Recreation & Parks Master Plan. The purpose of the plan was to identify current recreation conditions and deficiencies, and provide recommendations for corrective measures by 2035. The recommendations of the Parks Master Plan have been incorporated into the City's Comprehensive Plan.

The Parks Master Plan is strategically broken into five sub districts. West Ocala spans two sub districts, Northwest and Southwest; the West Ocala CRA is contained within those two sub districts.



Presently, the Northwest District is deficient in two neighborhood parks and almost four neighborhood parks in 2035. The Southwest District is deficient nine neighborhood parks and will be deficient by nine neighborhood parks by 2035.

The Martin Luther King Recreation Complex, a 24.01 acre complex located at 1510 NW 4th Street, is located in the West Ocala CRA. The buildings located within the complex include the Hampton Aquatic Fun Center and the E.D. Croskey Recreation Center. The Parks Master Plan envisions a significant renovation and expansion of the Martin Luther King Recreation Complex, and a demolition and new construction of the Aquatic Fun Center and Recreation Center. The new facilities are intended to enhance walkability and improve West Ocala’s accessibility to health, fitness, and community well-being.

In order to promote walkability, the City anticipates the need to acquire land to provide additional walking trails and a linear park connecting West Ocala to downtown.

Pocket parks, small parks accessible to the general public, promote walkability and can have a positive influence on neighboring property values. The Department of Recreation and Parks is currently developing plans to add pocket parks on surplus city-owned land in West Ocala. There are approximately 12 potential parcels of surplus land in the West Ocala CRA.

The Recreation and Parks Master Plan is found in the Appendix 7.

Neighborhood Impacts

The following section describes the potential impacts of redevelopment efforts on the residential neighborhood of the Community Redevelopment Area and surrounding areas. While neighborhood impacts have been considered for the specific redevelopment goals, objectives and strategies recommended in this Plan, it should be noted that all of these projects are in the early stages of planning. Therefore, some impacts resulting from their implementation may as yet be undetermined. As these projects



become more clearly defined, and additional impacts are identified, this section of the Plan will be amended. Other actions described in the Plan for subsequent years are subject to further refinement.

Relocation of Displaced Residents and Businesses

Over the long term, relocations may be contemplated by this Plan in connection with projects. While very limited relocations are anticipated, it is important to note that changing conditions and modifications to planned projects may result in residential and/or business displacement through sale and purchase of private property. In the event that existing or future CRA projects do require the relocation of residents or businesses, a relocation plan will be submitted as a component of the project reflecting close coordination with Ocala Housing Authority

It is anticipated the CRA and the City, we well as private developers will expand the housing stock and housing variety as the economic activity to the area is restored. This will provide additional opportunities to relocate residents within the CRA boundaries.

To protect the residents and businesses within the CRA, the CRA will formally adopt a relocation policy containing procedures for relocation, and work with existing housing agencies and partners to follow established procedures.

The Plan anticipates the ability to acquire land for redevelopment purposes. As projects are identified, purchase and relocation budgets will be established and submitted to the CRA for approval.

IV. Current Regulatory Environment

Florida Statutes

In 1969, the Florida State Legislature enacted Part II, Chapter 163, Florida Statutes, enabling local units of government to establish a Community Redevelopment Agency (CRA) to improve slum and blighted areas within their jurisdiction.



Section 163.340(8), Florida Statutes states: “Blighted area” means an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:

- a. Predominance of defective or inadequate street layout, parking facilities, roadways, or public transportation facilities; roadways, bridges, or public transportation facilities;
- b. Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such condition;
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- d. Unsanitary or unsafe conditions;
- e. Deterioration of site or other improvements;
- f. Inadequate and outdated building density patterns;
- g. Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;
- h. Tax or special assessment delinquency exceeding the fair value of the land;
- i. Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality
- j. Incidence of crime in the area higher than in the remainder of the county or municipality;
- k. Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;
- l. A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;
- m. Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or
- n. Governmentally owned property with adverse environmental conditions caused by a public or private entity.

As established above, under the definition of “blighted area” set forth in Florida Statutes, in addition to the substantial number of deteriorating



structures and conditions leading to economic distress, or endanger to life and property, two or more of the fourteen (14) listed additional factors must be present.

The Finding of Necessity attached in the Appendix 8 and 9 demonstrates the West Ocala Community Redevelopment Area meets the statutory definition of blighted area which has led to economic distress or endangers life or property. It further identifies at least four of the additional factors in the West Ocala Community Redevelopment Area.

Specifically,

- Approximately 77 percent of structures in the area have a below-average Quality of Structure, significantly higher than the 43.60 percent of such structures within the City as a whole that have such characteristics. Further, 16.98 percent of all City structures with Quality of Structure issues are located within the West Ocala CRA.
- Over 39 percent of all parcels located within the West Ocala CRA are vacant and/or undeveloped.
- 65.71 percent of the structures in the West Ocala CRA were built before 1979. There is a high correlation between the age of such structures and the Quality of Structure grade for the properties. Of the 758 structures built prior to 1959, 743 (or 98.02 percent) have a sub-standard Quality of Structure.
- Approximately one in three of all residential and commercial parcels in the West Ocala CRA have lot sizes below those required by the City's Code of Ordinances, and do not meet contemporary design standards.
- Since 2007, the assessed property values within the West Ocala CRA have declined almost 23 percent (compared to a net decline of only approximately 20 percent within the City as a whole.)
- There are 115 septic tanks in the West Ocala CRA.



- The deteriorated or deteriorating structures have resulted in economic distress, endanger life or property.

The foregoing discussion formed the basis of the acceptance of the Finding of Necessity for the establishment of the West Ocala Community Redevelopment Area in 2013.

Enterprise Zones

Section 290.001 through 290.016, Florida Statutes (the Florida Enterprise Zone Act) authorizes the establishment of enterprise zones. Enterprise Zones are established in areas demonstrating pervasive poverty, unemployment, and general distress.

Pursuant to Section 290.0055 and 290.0057, Florida Statutes, the City created an enterprise zone development agency prior to making application to the State for recognition of an enterprise zone within its jurisdiction, and adopted a strategic plan.

Pursuant to Section 290.0057(2), Florida Statutes, the City's Planning and Zoning Commission submitted its written recommendations the plan conformed to the City's Comprehensive Plan.

On November 17, 2009, the City Council adopted ordinance 2010-12 establishing Article VI in the chapter 106 of the Code of Ordinances specifically for the establishment of the Enterprise Zone. On the same date, City Council passed resolution 2009-10 which nominated the area in West Ocala as a part of the City's designated enterprise zone, created the City's Enterprise Zone Development Agency, adopted the City's enterprise zone strategic plan, and authorized the application to the Governor's Office of Tourism, Trade, and Economic Development requesting establishment of the City of Ocala's Enterprise Zone.

Nearly 25 percent of the West Ocala Community Redevelopment Area falls within the Enterprise Zone, or 1,560 acres out of a total of 6,296 acres.

Brownfield Redevelopment Area (BRA)



The primary goals of the Brownfield Redevelopment Act are to reduce public health and environmental hazards on existing commercial and industrial sites that are abandoned or underused based on these hazards and create incentives to encourage cleanup and redevelopment.

The City initiated its brownfields program in 1996. Its Brownfields Redevelopment Area covers approximately 7.8 square miles. Nearly 45 percent of the BRA is located in West Ocala, or 1,121 acres out of a total 2,500 acres.

The City of Ocala is able to identify, categorize and monitor forty-five (45) West Ocala sites of environmental concern which pose an impediment to redevelopment efforts. Redevelopment efforts are further impeded by substantial poverty, unemployment, and limited educational attainment.

Approximately 35 percent of the West Ocala population is below the poverty level which is more than one and two-thirds times the city rate of poverty of 20.7 percent, and almost two and a quarter times the county rate of 15.6 percent. Transportation is a challenge for the community, 48 percent of residents have no access to personal transportation, compared to 12 percent and 6 percent for the city and county, respectively.

Brownfield Assessment Grants of \$200,000 each were received in 1999, 2004, and 2006. Since 1999, the Ocala brownfields program has accomplished the following:

- Developed a program for community education, involvement, and accessibility related to environmental issues leading to the improved health of the community
- Assembled a Brownfield Advisory Board of diverse community stakeholders
- Provided a program for community environmental stewardship, public input on environmentally distressed sites, and the maximum use of existing infrastructure
- Establishment of 700 jobs
- Facilitated property transactions of more than 56 acres within the BRA



- Performed Phase I Environmental Assessments for 48 Brownfield Sites
- Performed Phase II Environmental Assessments for 16 Brownfield Sites
- Remediation of 3 Brownfield Sites

Each year since 2011, the City has requested \$200,000 in brownfields hazardous substance assessment funding and an additional \$200,000 in petroleum assessment funding from the US EPA to address assessment activities within its brownfields area. These requests have not been funded.

The City has taken steps to increase its brownfields program activity to restore its success in achieving assessment funding.

V. Previous Planning Initiatives

The overall vision for West Ocala’s corridors was initially expressed in the Ocala Vision 2035 and Future Land Use Element (FLU) of the City of Ocala’s Comprehensive Plan.

Ocala Vision 2035

Adopted by resolution as a component of the Comprehensive Plan, the Ocala 2035 Vision Statement and Principles include a composite of goals and policies which describe Ocala’s physical character and function in the year 2035 and beyond. This document describes the look, function and methods to achieve a community of attractive neighborhoods supported by attractive and viable gateways that invite people to experience our dynamic city. The Ocala 2035 Vision is found in the Appendix 10 of this Plan.

Future Land Use Element

The Future Land Use Element (FLU), the central element of the Comprehensive Plan, provides perhaps the most vivid illustration for how the Ocala 2035 Vision will be realized through goals, objectives and policies (Appendix 4.3). The West Ocala Community Redevelopment Plan is consistent with the Comprehensive Plan. Section VIII specifically



identifies strategies to accomplish many of the Future Land Use Element objectives and policies.

The consistency between the FLU and Plan is given below:

FLU:

Objective 1 states, “City shall incorporate the vision, principles and strategies of the Ocala 2035 Vision into the City’s organizational and administrative structure to promote its long-term implementation.” Policy 1.2 requires the City to evaluate and program capital improvements consistent with the Ocala 2035 Vision.

Plan:

Highlighted throughout the Plan, are direct references to the integration of the Comprehensive Plan, Ocala 2035 Vision, West Ocala Community Plan, and the West Ocala Community Redevelopment Plan. Section X Implementation Plan details these documents as West Ocala’s redevelopment implementation tools, and describes how the coordination of goals, objectives and strategies will be achieved within the City’s administrative structure and Capital Improvement Plan.

FLU:

Objective 3 states, “City shall geographically identify Ocala’s neighborhoods and, where appropriate, develop Community Plans.” Policy 3.2 requires the City to prepare specific Community Plans for neighborhood preservation, enhancement, redevelopment, and new development. Policy 3.4 requires the City to program and fund capital improvements projects identified in the Community Plan to improve the appearance of the public realm to attract private investment.

Plan:

Goal 1, Objectives 1 through 7, Strategies 1 through 10 are consistent with enhancement, redevelopment and new development.



Goal 2, Objectives 1 through 4, and the illustrations serving as visual strategies are consistent with preservation, enhancement, redevelopment, and new development.

Section X Implementation Plan describes incorporating public realm improvement recommendations into the City’s Capital Improvement Plan.

FLU:

Objective 4 states, “City shall establish physical character and design standards to protect its natural and man-made beauty, rich history, and natural and cultural resources.” Policy 4.1 requires the City to create and adopt a Form Based Code as part of its Land Development Code to promote and regulate the desired site design and building for designated areas in connection with the themes of the Ocala 2035 Vision. Policy 4.4 requires the City to prepare design standards for gateway features on SR 200, SR 40, US 441, US 27 and Interstate 75 to create attractive “front doors” to the community. Policy 4.5 requires the City to identify gateways and other special areas through the community planning process.

Plan:

The Plan’s Executive Summary, Introduction, Previous Planning Initiatives and Section X Implementation Plan are consistent with Objective 4 of the FLU. Additionally, Goals 1 and 2 along with all associated objectives and strategies are consistent with Objective 4.

FLU:

Objective 5 states, “The City shall plan and promote diverse mixed-use centers offering convenient shopping and services easily accessible by neighborhood residents wishing to either walk, ride a bicycle, use public transit, drive motorized vehicles, or utilize other viable mobility options. Policy 5.1 requires the City to create a current and updated inventory of vacant or underutilized properties with mixed-use zoning, or within one-quarter mile of a transit corridor that are proximate to residential neighborhoods. This inventory will be available for business recruitment and relocation purposes.



Plan:

Goal 3, Objectives 1, 4, and 5 are consistent with this Objective 5.

FLU:

Objective 6 states, “The City will implement the development patterns depicted in the Ocala 2035 Vision.” Policy 6.1 requires wide sidewalks, pocket parks, shade, landscaping, plazas, and areas to encourage pedestrian activity.

Plan:

Goal 2, Objectives 1, 2, 3, and 4 and associated strategies are consistent with Objective 6.

FLU:

Objective 7 states, “The City intends to promote quality urban design in the development and redevelopment of automobile-oriented suburban corridors.” Policy 7.1 requires the City to establish Corridor Overlay guidelines that incorporate physical gateways to provide a sense of arrival into the community.

Plan:

Goal 2, Objectives 2, 3, and 4 and associated strategies are consistent with Objective 7.

FLU:

Objective 9 states, “The City will promote attractive design and the concentrated and intense urban form described in the Ocala 2035 Vision, Best Practice Design Guidelines.” Policy 9.1 requires building entrances to be oriented towards the public right-of-way. Front facades shall include windows to provide “eyes on the street” and increase pedestrian comfort and safety. Policy 9.3 requires site design to incorporate native landscaping



to provide shade for pedestrians and buildings. Policy 9.5 addresses efficient stormwater connections in order to maximize development potential on-site.

Plan:

Goal 2, Objectives 1, 2, 3 and 4, and associated strategies are consistent with Objective 9. Goal 1, Strategy 7 specifically addresses efficient stormwater connections.

West Ocala Vision & Community Plan

In response to the City Council's desire to focus first on the implementation of the Ocala 2035 Vision in West Ocala, the West Ocala Community Vision and Community Plan was completed in 2012. Foremost in this plan, were the designation of a West Ocala Community Redevelopment Area, and the development of a Community Redevelopment Plan.

The consistency between the Vision & Community Plan and the Redevelopment Plan is given below:

Vision & Community Plan:

- Providing development incentives to promote business/economic development within West Ocala

Plan:

Goal 1, Objectives 1, 4 and 7, and all associated strategies are consistent with this recommendation.

Vision & Community Plan:

- Enhancing attractiveness of West Ocala

Plan:

Goal 2, Objective 1, 2, 3, 4 and all associated strategies are consistent with this recommendation. Goal 3, Objectives 2, 4, and 5



and all associated strategies are consistent with this recommendation.

Vision & Community Plan:

- Improving the connection between downtown Ocala and West Ocala

Plan:

Goal 1, Objectives 2, 3, 5 and 6 and Strategies 8 and 9 are consistent with this recommendation

Vision & Community Plan:

- Promoting infill development

Plan:

Goal 1, Objectives 1, 2, 4, 5, 6, and 7 and Strategies 1-9 are consistent with this recommendation.

Vision & Community Plan:

- Reducing vacant and blighted properties

Plan:

Goal 3, Objective 1-5, and all associated strategies are consistent with this recommendation

Vision & Community Plan:

- Incorporating the goals and policies of the Comprehensive Plan to West Ocala's special districts, corridors and gateways.

Plan:



Highlighted throughout the Plan, are direct references to integrating the Comprehensive Plan, Ocala 2035 Vision, West Ocala Community Plan, and the West Ocala Community Redevelopment Plan.

Section X Implementation Plan details these documents as West Ocala’s redevelopment implementation tools.

Goal 1, Objectives 1-6 specifically address corridors. Goal 2, Objectives 1-4 and all associated strategies specifically address special neighborhood districts, entranceways and gateways.

The West Ocala Vision & Community Redevelopment Plan is included in the Appendix 1 of this Plan.

VI. Challenges and Opportunities

On May 6, 2013, the Ocala City Council adopted Resolution XX approving the West Ocala Finding of Necessity which demonstrated blighting conditions in accordance with Florida Statute 163.330-163.450.

The West Ocala Community Redevelopment Agency (CRA) Plan (Plan) provides the framework for the redevelopment of a specific area of Ocala. The West Ocala CRA is bounded by Interstate 75 on the west, Pine Avenue on the northeast, SW College Road on the south and Northwest 29th Place to the north. This area is comprised of long segments of SR 40, SR 200, US 27, Pine Avenue and Martin Luther King Avenue, the Plan’s primary corridors. Neighborhoods closest to the urban core, located between Martin Luther King Avenue to the west, Pine Avenue to the east, and north/south of SR 40 are also included.

As illustrated in the Existing Land Use Map, the CRA consists primarily of residential, industrial, and undeveloped lots along SR 40, a mixture of commercial, office, and undeveloped parcels along Pine Avenue and 10th Street, and a majority of commercially developed lots along SW College Road (SR 200). Uses along US 27, 27th Avenue, and Martin Luther King, Jr. Blvd are comprised of many small single family residential parcels, large industrial parcels, large undeveloped lots, with several institutional uses and places of worship scattered throughout. The commercial development



can be characterized by marginal or empty strip shopping centers, gas and automobile service stations, and fast food restaurants.

The transportation corridors in West Ocala identified above function as gateways connecting visitors, citizens, and area residents from the interchanges and outer neighborhoods to downtown and other in-town locations. They often serve as the only connection between the interstate and neighborhoods to offices, schools, institutions and retail outlets. In the last 50 years, West Ocala’s commercial strip corridors have aged and lost their attractiveness as development locations. These locations are experiencing disinvestment, resulting in vacant, abandoned and underutilized property, such as abandoned gas stations, dilapidated motor courts and obsolete retail strip centers. Despite disinvestment, these corridors remain key parts of the regional transportation network and are often well positioned for reuse and development because of the high volumes of traffic.

In accordance with FS 163.360 (1), the City Council approved the West Ocala Finding of Necessity (FON) demonstrating the existence of a substantial number of deteriorated or deteriorating structures. In addition, the FON demonstrated economic disuse by illustrating a decrease in aggregate assessed property values over the last five years, faulty lot layout unsuitable to meet today’s contemporary development standards, unsanitary or unsafe conditions, and deterioration of site or other structural improvements.

For the purpose of assessing deterioration, the following information from the Marion County Property Appraiser was evaluated:

- 1) Quality of Structure- This information is generated pursuant to the “Field Operations Real Property Residential Quality Grade Manual.” A similar manual for commercial quality grade does not exist. The manual discusses how construction quality is used in the valuation process through the assignment of grade factors. It provides guidelines for determining the quality grade of improvement based upon types of materials, design features and workmanship characteristics of each quality grade. This manual and pictures of the graded improvements are contained in the Appendix of the FON.



- 2) Actual Age-According to the Florida Real Property Appraisal Guidelines, adopted by the Florida Department of Revenue, “Actual age is the chronological age of real property improvements.” The Florida Real Property Appraisal Guidelines are located in the Appendix of the FON.
- 3) Effective Age-also according to the Florida Real Property Appraisal Guidelines, “Effective age is the age indicated by the physical condition of real property improvements. Effective age is determined by consideration of the actual age of the property, the quality of maintenance, any renovation, and any observed deferred maintenance.”

Detailed data concerning Quality of Structure is found in the FON. It is summarized below:

- 1,602 structures, representing approximately 76.2 percent of the structures in the West Ocala CRA have issues concerning Quality of Structure.

The age of buildings, both residential and commercial, is a potential indicator to the declining conditions of the CRA. Aging buildings typically require increased maintenance and repair. Additionally, the interior space, exterior appearance, and functional aspects of older buildings may be considered obsolete for modern market demands. Because of their age, older buildings are more difficult to properly maintain and their value typically does not support additional investment. Further, a concentration of older, poorly maintained and deteriorated buildings creates many negative influences in an area including a loss of economic status, a lack of interest in new development, and increased occurrence of crime, and decreased revenues for businesses.

Detailed data concerning Actual Age is found in the FON. It is summarized below:

- Approximately, 65.71 percent of the structures with the West Ocala CRA are over 30 years old.



- 89 percent of all structures in West Ocala between 33-42 years old have Quality of Structure issues
- 89 percent of all structures in West Ocala between 43-52 years old have Quality of Structures issues
- 98 percent of all structures more than 53 years old have Quality of Structure issues

The effective age analysis can only depreciate a parcel's original value down to 40 percent of its original value. When additional depreciation must be applied to a parcel, the Property Appraiser makes a downward adjustment in the Quality of Structure grade. Thus, the parcels with Quality of Structure issues may have problems with, not only construction materials or workmanship, but also extensive depreciation.

Detailed data concerning the Effective Age of structures is found in the FON. It is summarized below:

- While the usefulness of the Effective Age date is limited given the lowest depreciation level of 40 percent, the West Ocala CRA has a higher percentage of structures with an Effective Age of more than 24 years than does the City as a whole (36.8 percent as compared to 18 percent).

The second requirement for a blighted area under section 163.340 (8) is that the conditions within the deteriorated or deteriorating structures (and therefore area), as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property.

Government-maintained statistics and studies indicate that deteriorated and deteriorating structures have a negative impact on the investment potential of a community. They impair economic growth, and contribute to a lack of private investment to maintain the integrity and value of existing development, depreciation in property values, decreased potential for new development, and a reduced tax base for the City. Additionally, deteriorated structures create added expense for the community generated



by increased code enforcement and inspection resources, fire hazards, and community policy, and can provide a strain on such services. The structures also present an increased fire hazard potential.

For example, as set forth in greater detail elsewhere in this Plan, the proposed area's property values have declined significantly and such decline has been greater than the decline in property values within the City as a whole; this is indicative of economic distress. There have been extensive code enforcement proceedings involving unsafe and unsanitary conditions; this shows that the deteriorated structures with such conditions endanger life or property. And the large number of vacant parcels depicts not only the absence of development, but also the lower potential for new development and, of course, a reduced tax base for the City with resulting economic distress.

Section 163.340 (8) requires at least two of the Community Redevelopment Act's fourteen factors must also be present to determine that blight conditions exist in West Ocala.

Detailed data concerning these factors is found in the FON. They are summarized below:

Faulty Lot Sizes

- Parcels with faulty lot sizes do not meet contemporary design standards in terms of size and usefulness. These properties are limited by their size in relation to parking and setback requirements, encroachment, and landscaping requirements.
- Fifty two percent and 53.3 percent of all parcels within the B-1 and B-1A zone respectively, in the West Ocala CRA, are less than 10,000 square feet in area and therefore do not meet the minimum lot size requirement under the City's Code of Ordinances.
- Approximately 26 percent of the commercially zoned properties (B-1 to B-5) in the CRA have lot sizes below those required by the zoning code.



No Appreciable Increase in Aggregate Assessed Values Over Five Years

- While property values increased within the CRA by 2.7 percent from 2007 to 2008, they declined in the next four years by 25.1 percent, resulting in a net decline of 23 percent.
- The mean home value in West Ocala was 43 percent of the citywide mean home value
- The declining property values support the conclusion that the deteriorated or deteriorating structures within the CRA are resulting in economic distress.

Unsanitary or Unsafe Conditions

The percentage of unsafe and unsanitary conditions is also an indicator of the blight in the West Ocala CRA.

Detailed data of this indicator is found in the FON. It is summarized below:

- During the time period 2007 through 2012, 2,734 code violations
- In 2013, 115 septic tanks were located in the CRA

Deterioration of Site or Other Improvements

The information discussed above and analyzing the data in the FON that supports the conclusion that there are a substantial number of deteriorated or deteriorating structures within the CRA, also supports the conclusion that there has been deterioration of site or other improvements.

Photographs depicting rusted signs, broken sidewalks, improperly maintained green space, and other examples of deterioration are found in the FON.



Opportunities

Section VIII of the Plan identifies goals, objectives and strategies to transform blighted structures characterized by economic distress, and factors of decline into opportunities for new investment.

The Plan examines gateways, corridors, and catalytic locations in terms of function and opportunity. It recommends specific actions the City and its partners can undertake to stimulate private investment and improve the physical character of these locations.

VII. Community Participation and Preparation of Plan Concepts

Stakeholder input played a critical guiding role in the creation of this plan. Input was sought through a Community Redevelopment Area Advisory Committee (CRA AC), a series of public workshops and internal committee meetings. The CRA Advisory Committee began its planning process in 2011 by participating in redevelopment learning activities, touring proposed CRA areas, noting conditions and assisting with the development of the Findings of Necessity (FON). A list of CRA Advisory Committee members is contained in the Appendix.

Equipped with information and data accumulated within a two year period from 2011 to 2012, the West Ocala CRA Advisory Committee attended three public workshops to establish plan goals, objectives and strategies throughout 2013. What follows is a summary of the public participation process and recommendations derived from it.

The workshops and main accomplishments of each were as follows:

Workshop #1 CRA Planning for West and East Ocala Advisory Committees

- Reviewed key findings and recommendations of the Finding of Necessity Reports
- Covered content and requirements of CRA Redevelopment Plans



- Introduced and discussed goals, objectives and strategies to address corridor conditions revealed in FONs
- Group discussion of corridor conditions, goals and objectives

Workshop #2 Presentation of Concepts and Strategies

- Recap, discussion and selection of priority goals and objectives
- Presentation, discussion and selection of catalytic corridor sites
- Group discussion and selection of redevelopment strategies at catalytic corridor sites
- Introduction and discussion of conceptual renderings of improvements at catalytic sites

Workshop #3

- Presentation of Corridor Redevelopment Strategies and Conceptual Renderings
- Public Comments Incorporated into Plan

VIII. Goals, Objectives and Strategies

The overarching purpose of the West Ocala Redevelopment Plan (Plan) is to reverse conditions of blight and economic decline as demonstrated by the West Ocala Finding of Necessity. Closely tied to The Ocala Vision 2035, City Comprehensive Plan, and the West Ocala Community Plan, the Plan's goals and objectives begin the transformation to the more urban, amenity-driven, people-centered town center focus. The preferred locations for these centers are at gateways, key corridor segments and primary crossroads with high volumes of traffic and pedestrian activity.



Where the Ocala Vision 2035 and subsequent Comprehensive Plan Amendments address corridor revitalization by restructuring the pattern of land use, positioning of buildings, uses occupying structures, location of parking facilities and height and intensity of development lining the corridor, the Plan takes the next step. The Plan identifies goals, objectives and strategies to transform blighted corridors characterized by economic decline into places new property owners, existing property owners and private developers will once again choose to invest.

The redevelopment workshops created a forum for community members to take a “hands-on” role in the physical design and identification of goals and objectives.

The city and advisory committee members had a vision of SR 40 leading into West Ocala as a great street and welcoming gateway with development opportunities, shops and offices mixed together to create a vibrant backbone. The vision, goals and objectives would also apply to the Plan’s other corridors.

The goals, objectives and strategies identified by the community to achieve revitalization are given below:

Goal 1: Coordinate public and private resources to increase private capital investment on commercial corridors

Objective 1: Provide incentives to attract private development including but not limited to expedited permitting, fee payments/waivers and property assembly assistance

Objective 2: Identify and promote catalytic sites with the greatest potential for contemporary redevelopment projects by the private sector

Objective 3: Attract supportable private development which derives maximum benefit from corridor locations

Objective 4: Expand the city’s business revitalization grant program to include site improvements, signage, and building interior improvements



Objective 5: Encourage the location of a Competitive Intelligence Center (Library) in a key corridor West Ocala location providing after school tutoring, learning, and extra-curricular learning opportunities

Objective 6: Establish a land acquisition program to reduce the barriers to redevelopment imposed by very long blocks with shallow parcels typical of aging corridor property for the purpose of promoting walkability and improving connections between West Ocala and downtown

Objective 7: Establish a land acquisition program and financial incentive program at catalytic corridor locations to promote new development and redevelopment to private investors

Objective 8. Establish a land acquisition program to assemble parcels with faulty lot sizes for redevelopment purposes

The specific strategies which support Goal 1 and its objectives are:

1. Expedited review process for development or redevelopment project within the CRA
2. Waiver, payment or subsidized City permit fees, impact fees, utility connection fees
3. Provision of grants for property improvements which add value in the CRA and increase the potential for property redevelopment including business revitalization grants, removal of unsightly structures, new signs, and energy-related improvements
4. Provision of grants for reimbursements of certain up front expenses, or provide operating income for a project until break-even lease-up is achieved.
5. Waiver or modification of certain site requirements to accommodate limited property configurations and shallow parcel size may also be considered.



NAPA Auto Parts Business Revitalization Grant



Before



After



Conceptual Business Revitalization Grant



Demolition of Existing Structure



Before - Lone Star Restaurant



After - PDQ Restaurant



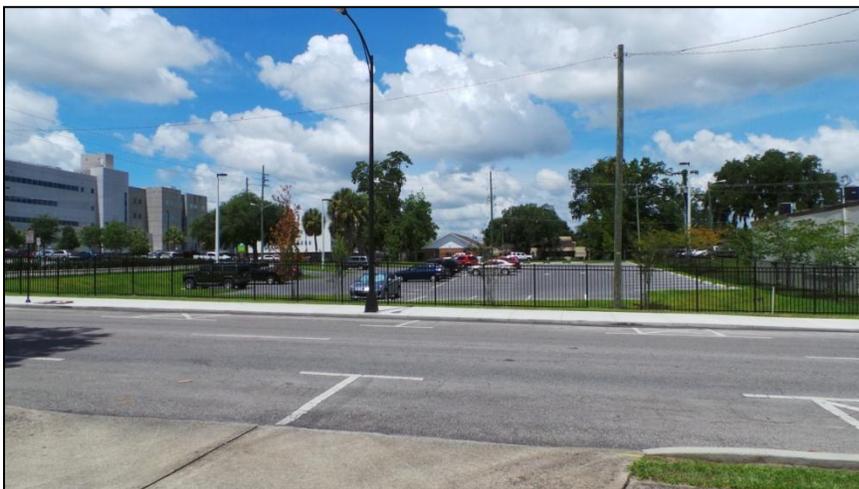
Newly Constructed, Well Designed Ground Sign



Market Street at Heathbrook

6. Provision of grants up to the tax increment to assist with up front development costs, parking, property assembly, or support operating income until break-even leasing is achieved for qualifying development

City Acquired Land utilized for Public Parking for Business in CRA



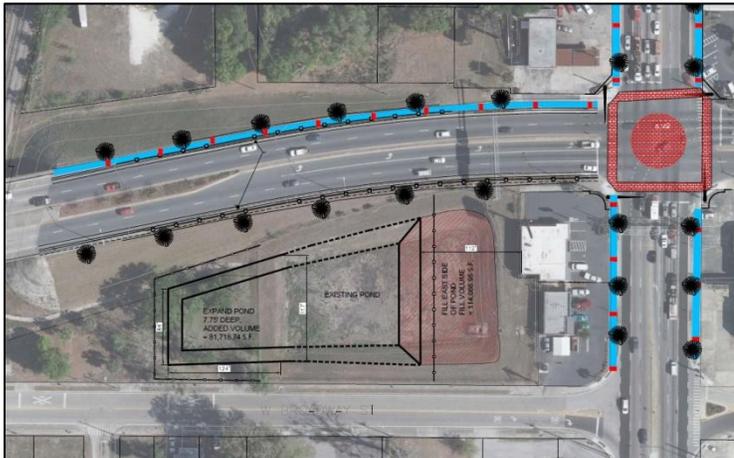
Ansafone Parking Lot



7. Provision of grants to eliminate need, relocate, or reduce size of on-site drainage where possible



SR40 and Pine Ave DRA before reduction and relocation to provide for redevelopment of catalytic site.



SR40 and Pine Ave DRA after reduction relocation to provide for redevelopment of catalytic site and additional parking

8. Promote redevelopment of corridor sites comprised of a cohesive grouping of parcels that appear to have a spatial relationship as identified in West Ocala Community Plan and CRA Plan process



Cohesive Grouping of Parcels on SR 40/Silver Springs Blvd with Spatial Relationship



Redeveloped Cohesive Grouping of Parcels into Linear Park



9. Promote redevelopment of corridor sites which reinforce connections between development and quality of life, leverages new growth to improve the community, and reconnects neighborhoods with the city (Appendix 11)

10. Assist in the development of a plan to establish a library in West Ocala to improve access to learning



Proposed Library Site at MLK Blvd and SR40

11. Assist in the development of a new multi-purpose center in West Ocala to promote accessibility to health, fitness, and community well-being.

Goal 2: Restore value and prominence to gateways, corridor segments and crossroads by enhancing their physical appearance and visually differentiating their special character

Objective 1: Design and construct streetscape improvements to include pedestrian crossings, pedestrian-scale lighting, and other amenities at key crossroads



Objective 2: Design and construct streetscape improvements and other visual amenities at key gateway locations, including interchanges and entrances to neighborhoods

Objective 3: Improve Ocala’s multimodal corridors through design and construction of well-organized cross sections

Objective 4: Create a Corridor Overlay District for the implementation of commercial sign standards, lighting, building design, finishes, and street furniture

The specific strategies which support Goal 2 and its objectives are given below:

- Streetscape Improvements and Key Gateway Features



City of Ocala I-75 and SR 40 Gateway



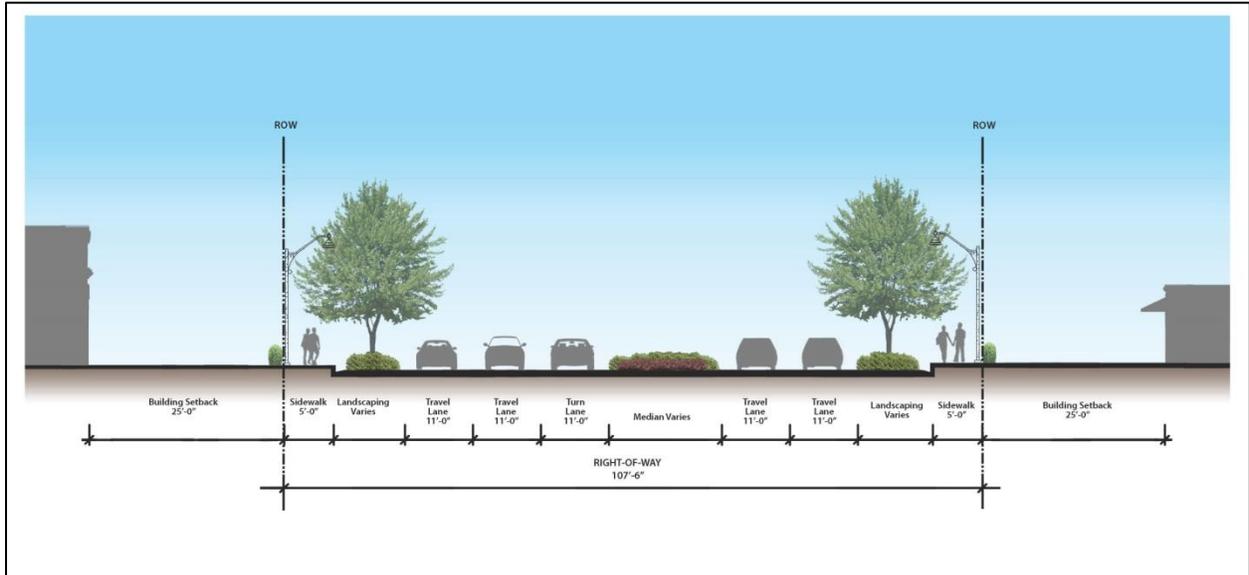
Downtown Ocala SR 40 and Pine Avenue Gateway



Croskey Commons Catalytic Site Rendering

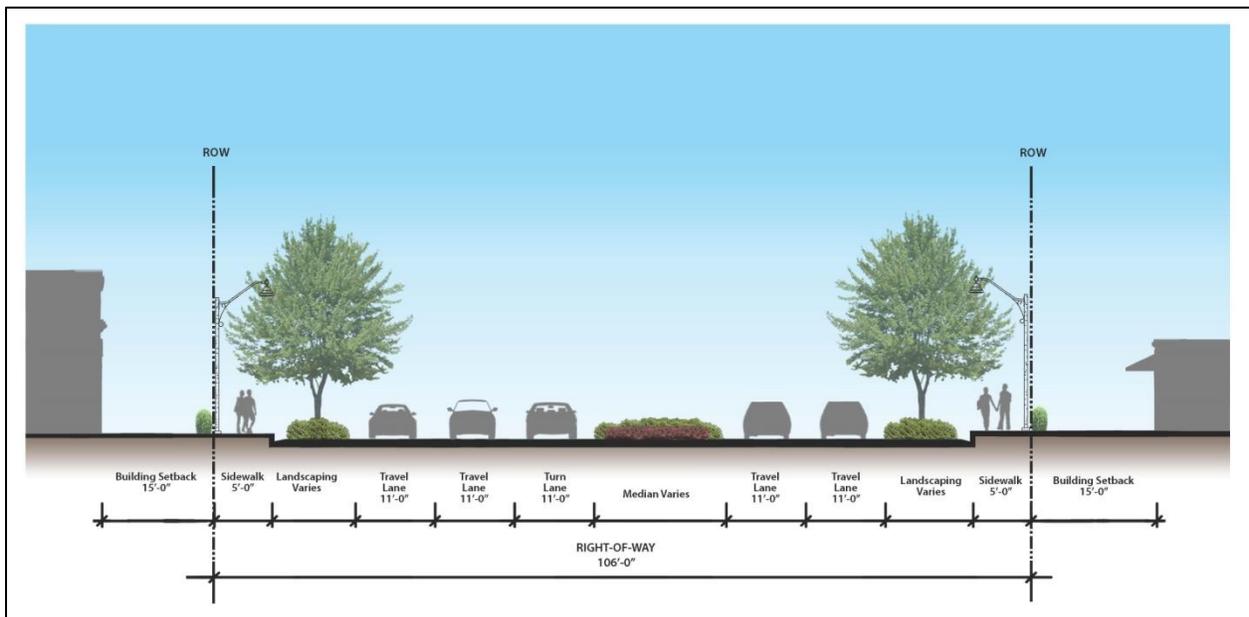


- Improve Multimodal Corridors Lacking Aesthetics through Design of Cross-Sections



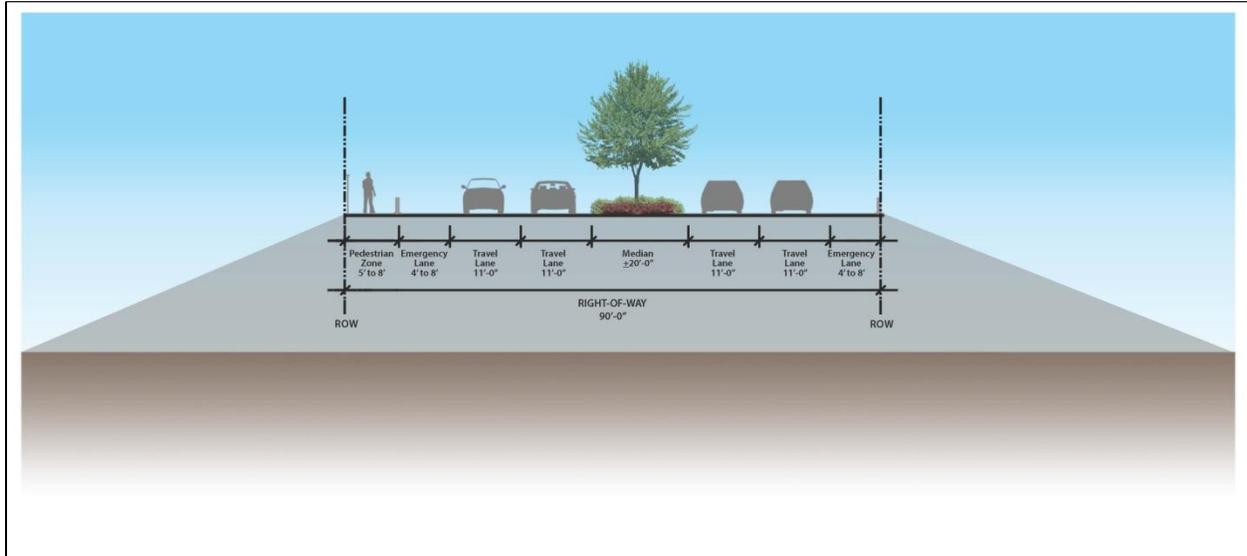
SR-40/East of I-75 to 27th Avenue to reflect expansive right of way and pedestrian path

WO 2:





SR-40. Croskey Common and Big Apple (27th Avenue to base of bridge)



SR-40 (Bridge over Railroad)

- Implement Corridor Overlay District and architectural review by ordinance for establishment of sign and design standards for existing and new development to improve the image, character and value of Ocala’s commercial corridors
- Provide for commercially feasible compliance period of new sign and design standards



Materials

Recommended



Architectural material and detailing should address each street frontage. The building finish should enhance the street/neighborhood.

Not Recommended



Inappropriate architectural character, lack of appropriate detailing and low quality material create a sense of impermanence and fail to create the desired sense of place.

Color and Finish

Recommended



Not Recommended





Colors and veneer materials should reflect the desired architectural character of the building and the neighborhood.

The use of gaudy or excessively dark colors is generally inappropriate.

Awnings and Canopies

Recommended



Awnings or canopies should be compatible in material and construction to the building. Colors should be compatible to the color scheme of the façade and the awning/canopy should be appropriately sized to the façade.

Not Recommended



Awnings and canopies should be maintained as part of the building facade; rusted poles, soffits and aluminum/wood wraps should be painted and replaced to avoid dilapidated appearance.



Lighting
Recommended



Streetlight design should be compatible with the desired character of the neighborhood and/or street. Lights should be scaled appropriately to the street on which they are placed; pedestrian scale for local streets, taller, vehicular scale for thoroughfares.

Not Recommended



Lighting should be pedestrian scale, unattached from electrical poles. Design should assist in reducing vehicular glare and distraction



Security Roll Downs and Grills Recommended



Security grilles should be integrated into the design of the building and should be unobtrusive when the business is open. Use of unbreakable glass or placing grilles inside of windows or doors is preferred.

Not Recommended



Accordion gates, solid panels and exterior grilles, grates or bars are not appropriate.

Roof Utilities, Service Areas, Mechanicals Recommended



All utilities, service areas and mechanical devices should be screened from public view. If placed on a roof, an appropriately sized parapet should screen such appurtenances from view.

Not Recommended



Utilities, service areas and mechanical devices should not be visible from public areas or neighboring properties.



Vacant Structures Recommended



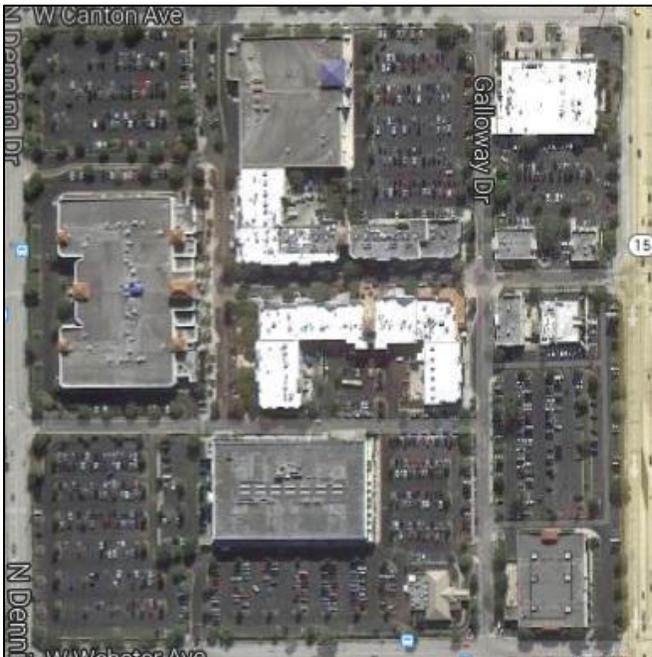
Vacant or Abandoned Structures should be maintained in such a manner as to not be an eyesore or decrease property values in the surrounding neighborhood.

Not Recommended



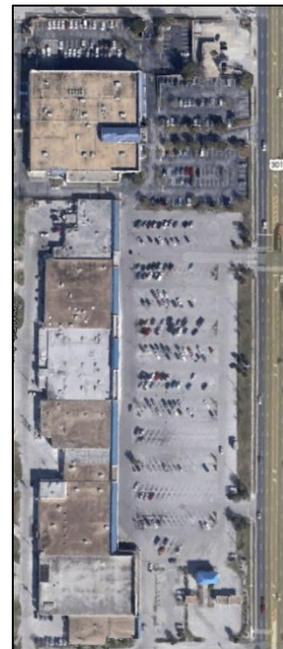
Boarded windows, overgrown weeds, and debris should be avoided in vacant structures.

Surface Parking Recommended



Winter Park Village - Parking in Rear with commercial uses lining streets and pathways, all parking buffered with landscaping and trees.

Not Recommended



Pine Plaza, Ocala - Parking facing arterial road, no landscaping.



Signage and Communication Elements Recommended



Signage should be unobtrusive in nature, not a distraction to either vehicular traffic or pedestrian. Should be in keeping with architectural character of building.

Not Recommended



Ground level or monument signage is preferred to reduce sight line pollution. Multi-tenant signage should maintain a standard color and font.

Landscape Design Recommended



Landscape buffers and tree allotment should follow code of ordinance requirements while being well maintained.

Not Recommended



Landscape islands should be trimmed and kept in accordance with design and neighborhood standards.



Streetscape, Open Space, Furniture Recommended



Street furniture should be representative of the neighborhood by color and design. Open space should be well maintained.

Not Recommended



Streetscape, open space, and furniture should be well integrated in design to lend to pedestrian connectivity and neighborhood charm.

Recyclables and Refuse Collection Areas Recommended



Recyclables and refuse collections, although necessary, need not be visible. Should either be located in the rear of buildings and businesses or in an attractive enclosure.

Not Recommended



At no time should recyclables and refuse collection bins or boxes be located on thoroughways.

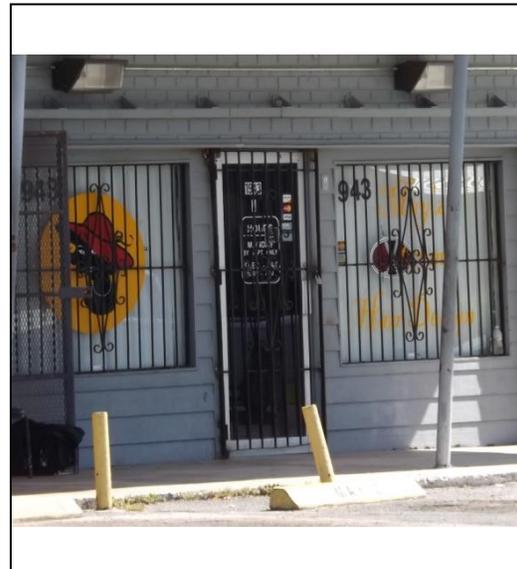


Windows and Doors Recommended



Windows and doors should fit the architectural design of the building and surrounding neighborhood while not being obstructed by security grills. Doors must meet ADA requirements.

Not Recommended



Windows and doors should have minimal obstruction, i.e. advertising, signage, grills, etc.

Building Orientation Recommended

Not Recommended



The front entrance of buildings should face street in order to enhance the vibrancy of the neighborhood on a vehicular and pedestrian scale.



Vacant or void space walls should never face streets or roadways. Increases safety concerns for pedestrians.

Goal 3: Improve vacant, dilapidated and nuisance properties which are barriers to corridor redevelopment and negatively impact the value of corridors and neighborhoods

Objective 1: Create and update a comprehensive inventory of vacant, dilapidated and nuisance properties to understand the scope and scale of the issues

Objective 2: Establish a specialized CRA Corridor Redevelopment Plan property maintenance code for implementation in the Corridor Overlay District

Objective 3: Educate the public of the positive economic impact of maintaining properties lining the corridors

Objective 4: Establish programs to remediate dilapidated and nuisance properties for reuse and resale opportunities

Objective 5: Establish a land acquisition program to acquire properties with code enforcement liens, tax delinquencies, and other blighted characteristics for redevelopment purposes

Objective 6: Seek additional funding opportunities and partnerships with community affordable housing providers to upgrade blighted housing



and remove unsafe/unsanitary conditions for low-income individuals and families

Objective 7. Identify suitable areas of West Ocala for the purposes of the development of new housing opportunities which incorporate energy efficient materials and appliances

The specific strategies which support Goal 3 and its objectives are:

- Establish new commercial property maintenance standards for existing properties to foster pride, care and investor confidence patterned after Section 94. Affirmative Maintenance Requirements of the City Code;
- Amend existing provisions of Section 34. Environment, specifically the definition of weeds, unsightly matter, and nuisances of the City Code to foster pride, care and investor confidence.
- Maintenance of vacant lots along corridors

Recommended



After Code Enforcement Action

Not Recommended



Before Code Enforcement Action

- Removal or remediation of empty and deteriorated swimming pools along commercial corridors



Recommended



Courtyard by Marriott - Ocala, FL

Not Recommended



Dilapidated Motel - Ocala, FL

- Require commercial property owners to remove litter from property line to front edge of pedestrian right of way

Recommended



Before Code and Clean-up Enforcement Action

Not Recommended



After Code Enforcement Action

- Impose maximum fines for violations of commercial property maintenance standards along corridors
- Establish a pilot land bank program to inventory, accept and maintain nuisance properties located on commercial corridors for blight removal, remediation and redevelopment purposes



- Develop a pilot funding strategy to carry out land bank program objectives
- Increase housing grants from state and federal sources
- Establish partnerships with Habitat for Humanity, and other nonprofit affordable housing providers

Corridor Master Plan

The corridor master plan is intended to serve as a blueprint for future redevelopment in West Ocala. The Comprehensive Plan, Ocala Vision 2035, West Ocala Community Plan and, finally, the West Ocala CRA Plan together identify the vision, principles, goals and strategies to generate significant new public and private investment to reverse overall trends of disinvestment in recent decades.

Based on citizen committees, project consultants and evaluation by staff, future investment in the corridor should be geared more towards higher intensity, mixed use, pedestrian-friendly development than currently exists. The corridor master plan reflects each planning effort's careful attention to both sides of the corridor's right of way line. The land use pattern and the thoroughfare design were planned together and reinforce each other.

Illustrated by a location map, the corridor master plan shows the desired features at automobile oriented interstate gateways, a change from auto-oriented to multimodal transportation through the corridor while approaching activity centers, and redesigned intersections to reflect the unique character of the neighborhood where they are located. The map further illustrates the redevelopment potential of abutting properties and streetscape enhancements to enhance the driver's approach and image of the corridor.



IX. Other Funded Projects

The City’s Five Year Capital Improvements Plan reveals 30 capital projects planned for West Ocala, and 16 to be completed in the West Ocala CRA. These projects are listed in Appendix 12.

FDOT Transportation Improvement Projects

Transportation projects totaling over \$25.2 million are planned within the CRA with a projected completion date of five years. The project phases are listed below in Table 5. The four phases of the transportation planning process include: 1) Preliminary Design & Environmental (PD&E), 2) Physical Design (PE), 3) Right of Way Acquisition (ROW), and 4) Construction (CST). Each project listed in Table 5 has been funded through the phase listed.

Table 5 - Transportation Improvement Projects

Corridor	From	To	Improvement	Funding Allocated	Funding Through Phase
SR 40	SW 27th Ave	SW 40th Ave	Interchange Improvement	\$9,621,332	ROW
SR 40	at MLK Jr. Ave		Intersection Improvement	\$167,000	PE
US 27	NW 27th Ave	NW 44th Ave	Widen to 6-Lanes	\$1,005,000	PD&E
US 27	US 441	CR 225A	Resurfacing	\$6,852,905	CST
US 441	at SR 464		Add NB Left & Right-Turn Lanes	\$530,000	PE
US 441	SR 40	Broadway Street	Extend NB Queue Lane	\$510,000	PE
*I-75	at SR 200, SR 40 and US 27		Interchange Modifications	\$6,570,381	ROW

**Additional ROW funding will be necessary*

X. Implementation Plan

This section provides the strategic direction that should be followed to incrementally emerge into a form that better captures market value and projects a positive community identity. Implementing this strategy will require the participation and support of city officials, planners and engineers, stakeholders, and residents. It will require a reorientation in



thinking about the corridors and some of the practices involved in planning and designing it. And, it will require the adoption of new policy tools and programs that can effectively instigate the necessary restructuring.

The degree to which revitalization is possible in the short term varies, not only between corridors but often between segments of a single corridor. Depending on the condition of various segments along any given corridor, some segments may need a gradual transition, whereas others may be ready for dramatic near-term change. Inventorying the conditions in place and checking them against demand and investors' intentions should be considered. This will provide a basis for shaping expectations and priorities.

Ideally, the timing of public realm investments in capital improvements within the public right-of-way should coincide with the installation of private improvements on the other side of the right-of-way. However, under the direction of redevelopment focused municipalities, this may not be the case. To successfully revitalize commercial corridors, the corridor planning team, public works, transportation planning organization, and recreation and parks must collaborate effectively to define the design and investment to which all parties will adhere to as improvements are made.

The collaboration of multiple agencies helps make projects eligible for funds from transportation, community development, and environmental agencies.

The Role of Local Government in Plan Implementation

Local government is uniquely equipped to leverage policy, planning, and investment tools in support of corridor revitalization. As noted throughout this Plan, local government historically convenes stakeholders to participate in corridor redevelopment since interaction, support and consistency of decision-making is needed throughout what is typically a lengthy implementation period.

The public right-of-way is owned and controlled by the public sector. Many of the corridor rights-of-way in the Plan are owned by the state's Department of Transportation which will coordinate redesign with the city.



The Transportation Planning Organization (TPO) is an entity who can aid or impede implementation of the corridor plan.

Implementation Tools: Ocala Vision 2035, Form Based Code, West Ocala Community Plan, and West Ocala CRA Plan

As noted in a previous section, new policies including those outlined in the Ocala Vision 2035, Form Based Development Code, and the West Ocala Community Plan promote the essential changes envisioned for the corridors. Instead of being organized by land use categories, Ocala's corridors will be organized by center and segment type. The new polices will address form and placement of buildings and the relationships between them for each type of center and segment. The development code is being prepared in concert with specifications for improvements to the public realm, including both existing and new public rights-of-way.

The West Ocala CRA Plan provides a bridge between the goal-oriented language of Ocala Vision 2035 and West Ocala Community Plan, and the details of the Form Based Development Code. The Plan depicts a map of the corridors, established boundaries of the corridor's centers or segments, and establishes a visual standard of desired places. The Plan also identifies the strategies to achieve these new desired places.

Implementation Recommendations

- 1) Coordinate Goals, Objectives and Strategies with All City Departments, Florida Department of Transportation and TPO

Planning and engineering entities at the city, state and TPO should refer to the implementation strategy and associated gateway improvements when reviewing individual development proposals within Ocala. Each proposed project should comply with the design recommendations, reinforce the desired character of the corridor, and contribute to creating a cohesive, memorable, and economically viable place. Developers should work with City staff and refer to the Plan prior to generating design concepts, in order to better understand how their property fits into the context of the corridor and gateway plan and expectations for public/private amenities.



2) Place Projects in the Capital Improvements Plans

The City should refer to the recommendations in the Plan to coordinate, design, and budget for capital improvements and to define public/private partnerships to finance and maintain gateway improvements, where possible. The City should refer to the designs for the individual segments and places as a basis from which to develop more detailed plans.

3) Define a Maintenance Strategy for Each Project

Since it is desirable to achieve the highest levels of safety, security and comfort along gateway corridors, budget and long term maintenance are important considerations when making investments. Typically, urban places must protect its improvements against pollution, heat, wear and tear, unintentional damage, and vandalism. Materials, furnishings, and plantings used in streetscape projects should be selected for their durability as well as ease of maintenance, servicing, and replacement.

Each improvement should be created that defines a funding source, such as a special maintenance assessment district or city operating budget for maintenance. The entity responsible for maintenance should be identified.

4) Task CRA Advisory Committee to Assist in the Creation of the Corridor Overlay District Facilitated by a Professional Consultant

Members should include property owners, business owners, youth, and young adults and led by an experienced chairperson who follows a meeting structure that fairly lets everyone have their say. The Committee will, of course, include those most affected first, then those who are generally interested. Next, committee memberships will be filled with any missing areas of expertise. The Committee will explore contemporary group processes to identify problems and design solutions efficiently and effectively.

5) Utilize the City's Website and Marketing Program to Inform and Promote the Goals and Objectives of the Plan



Communicating effectively in today’s cluttered media marketplace will require the City to hone in on creative information and marketing campaign that positions the goals and objectives of the plan into a strong singular message. The good news is the research and strategies of the West Ocala CRA Plan will be in place upon approval by City Council. The logos and brands to position West Ocala’s opportunities to different audiences already exist to create the strong singular message on line, and in print.

XI. Financing Plan

The West Ocala Community Redevelopment Area financing plan is comprised of CRA Project Funding Availability and Spending Plan for CRA Strategic Goals by year. Projected annual tax increment revenue prepared by staff, and detailed cost estimates prepared by VHB and the City’s Engineering Department form the basis of the financing plan.

Projected Project Funding Availability

The principal source of revenue for use by the Community Redevelopment Agency is the Tax Increment Redevelopment Trust Fund. For each taxing year beginning in 2015, ad valorem taxes generated by the assessed taxable real property value in excess of the base year assessment total are deposited in the Trust Fund. Annual ad valorem contributions will be deposited into the redevelopment fund until tax year 2044. For planning purposes, assessed value of taxable real property is estimated to remain flat until fiscal year 2017, and experience annual growth limited by the statutory cap of 3 percent annual increase in taxable values. Tax increment revenues will be adjusted annually by information provided by the Property Appraiser, and other economic analysis.

Spending Plan for CRA Strategic Goals

Short-term strategies reflected in the Plan will be incorporated into the City’s annual operating budget in the redevelopment trust fund, and implemented within one to five years by staff, and professional service contract. Several short-term strategies will require the participation of West Ocala citizens groups. Mid-term and long-term strategies will be incorporated into the City’s annual Capital Improvements Plan, and Five



Year Capital Improvements Plan. The improvements will be financed by issuing revenue bonds supported by the redevelopment trust fund and annual tax increment deposits. The costs projections for projects reflect 2014 costs, and will be adjusted during the engineering phases of the projects.

Tax increment financing (TIF) is the primary development finance tool available to Ocala for Plan improvements. Where a mutual benefit and a demonstrated transportation need exists, the Florida Department of Transportation and TPO enter into cooperative agreements with the City to fund in whole, or in part, improvement projects located on the state and federal highway system. Segments of State Route 40, State Route 200, Pine Avenue (State Route 441/301) and US 27, all located within the West Ocala CRA, are on the state and federal highway system. Martin Luther King, Jr. Blvd. is a local road.

Revenue bonds are planned for issuance in FY19 and FY 23 for the purpose of infrastructure, economic incentive grants related to property acquisition and equipment, and capital improvements on SR 40, as shown in the Implementation Matrix and Financing Plan (Appendix 13 and 14 respectively). The current financial projection anticipates additional tax increment will be available beginning in FY 29 for capital improvements designed to stimulate economic investment along the remaining CRA corridors.

As required by Section 163.362(10) Florida Statutes, the Plan provides a time certain for completing all redevelopment financed by increment revenues. The Financing Plan and TIF Projections reflects the estimated costs of the improvements, projected timing of bond issuance, and year in which improvements will be designed and constructed.

It is important to note that current TIF projections (Appendix 15) do not support the cost of improvements. Variables which will impact the ability of the TIF revenues over time include but are not limited to housing values, rate of inflation growth, and interest rates. In addition, the City will continue to evaluate the availability of other sources of revenue including the general fund and state and federal grants.

Appendix 13 - West Ocala CRA Plan: Great Corridors Great Communities Implementation Matrix

Improvement Projects	Project Location	Description of Improvements	Cost	Agency Participation
Short Term Strategies				
Promote Redevelopment of Corridor Sites Comprised of Cohesive Grouping of Parcels appearing to have Spatial Relationship (G1, S6)	SR 40, SR 200, US 27, Martin Luther King Blvd., 27th Avenue CRA	Planning and Marketing Activities	\$5,000	City of Ocala, CEP, Enterprise Florida
Promote Redevelopment of Corridor Sites which Reinforce Connections between Deveopment and Quality of Life, Leverages New Growth, and Reconnects Neighborhoods to City (G1, S 7)	SR 40, SR 200, US 27, Martin Luther King Blvd., 27th Avenue CRA	Planning and Marketing Activities	\$10,000	City of Ocala, CEP Enterprise Florida
Expedited Review Process for CRA Projects (G1, S1)	SR 40, SR 200, US 27, Martin Luther King Blvd., 27th Avenue CRA	Administrative Operations	\$0	City of Ocala
Assist in Plan to Establish state- of- the-art Library in West Ocala (G1, S9)	SR 40 at Croskey Center	Assist citizens organize communication and funding strategy	\$5,000	City of Ocala, Marion County
Implement Corridor Overlay District and Architectural Review by Ordinance for Sign and Design Standards in CRA (G2, S3)	SR 40, SR 200, US 27, Martin Luther King Blvd., 27th Avenue CRA	Establish citizen task force, perform research, facilitate meetings, develop recommendations	\$20,000	City of Ocala
Establish New Commercial Property Maintenance Standards Patterned after Section 94 of City Code to Foster Pride, Care and Investor Confidence in CRA (G3, S1)	SR 40, SR 200, US 27, Martin Luther King Blvd., 27th Avenue CRA	Establish citizen task force, perform research, public information, facilitate meetings, develop recommendations	\$20,000	City of Ocala
Amend existing provisions of Section 34 Addressing Weeds, Unsightly Matter, and Nuisances for Foster Pride in CRA (G3, S2)	SR 40, SR 200, US 27, Martin Luther King Blvd., 27th Avenue CRA	Establish citizen task force, perform research, public information, facilitate meetings, develop recommendations	\$10,000	City of Ocala
Impose Maximum Fines for Violations of Commercial Property Maintenance Standards in CRA (G3, S3)	SR 40, SR 200, US 27, Martin Luther King Blvd., 27th Avenue CRA Boundaries	Establish citizen task force, perform research, public information, facilitate meetings, develop recommendations	\$10,000	City of Ocala
Establish a Pilot Land Bank Program to Inventory, Accept and Maintain Nuisance Properties Located on Commercial Corridors in CRA (G3, S4)	SR 40, SR 200, US 27, Martin Luther King Blvd., 27th Avenue CRA Boundaries	Assign staff to perform research and develop project plan from idea generation to implementation	\$10,000	City of Ocala, Marion County Tax Collector, State of Florida Legislature
Develop a pilot funding strategy to carry out land bank program objectives (G3, S5)	SR 40, SR 200, US 27, Martin Luther King Blvd., 27th Avenue CRA Boundaries	Assign staff to perform research and develop project plan from idea generation to implementation	\$5,000	City of Ocala, Marion County Tax Collector, State of Florida Legislature
Total			\$80,000	
Mid Term Improvements				
Subsidized City Permit, Impact and Connection Fees (G1, S2)	SR 40 at key redevelopment sites (for proposed office and educational use)	Assign staff to establish and implement policy	\$756,230	City of Ocala
Tax Increment Grants for Up Front Property Assembly and Relocation Costs (G1, S3)	SR 40 at key redevelopment sites (office and education proposed use)	May comprise property acquisition assistance, relocation, equipment grants	\$632,952	City of Ocala
Streetscape Improvements and Key Gateway Features (G2, S1))	SR 40 at key redevelopment sites at I-75 and Martin Luther King Blvd	Public Realm Infrastructure Improvements	\$3,505,867	City of Ocala, MPO, Florida Department of Transportation, US DOT
Improve Multimodal Corridors Lacking Aesthetics through Design of Cross-sections (G2, S2)	SR 40 from I-75 to SR 441 on road segments between intersections	Public Realm Infrastructure Improvements	\$4,767,153	City of Ocala, MPO, Florida Department of Transportation, US DOT
Total			\$9,662,202	
Long Term Improvements				
Relocate/Reduce Size of On Site Drainage (G1, S5)*	SR 40 at catalytic redevelopment site (included in SR 40 and Pine Avenue gateway Improvement	Design, engineering and construction grants	\$0	City of Ocala, Florida Department of Transportation
* included in cost of public realm improvement at SR 40/SR 441				
Subsidized City Permit, Impact and Connection Fees (G1, S2)	SR 40 at key redevelopment sites (for proposed hotel and hospital use)	Assign staff to establish and implement policy	\$756,230	City of Ocala
Tax Increment Grants for Up Front Property Assembly and Relocation Costs (G1, S3)	SR 40 at key redevelopment sites (for proposed hotel, office complex, educational facility and hospital development)	May comprise property acquisition assistance, relocation, equipment grants	\$988,447	City of Ocala
Streetscape Improvements and Key Gateway Features (G2, S1))	SR 40 and Pine Avenue at catalytic redevelopment sites	Public Realm Infrastructure Improvements	\$1,843,208	City of Ocala, MPO, Florida Department of Transportation, US DOT
* includes relocation of drainage				
New Electric Facilities	SR 40 from I-75 to Pine Avenue	Public Realm Infrastructure Improvements	\$3,026,000	City of Ocala, MPO, Florida Department of Transportation, US DOT
Tax increment Business Revitalization Grants (G1, S3)	SR 40 at key redevelopment sites	May comprise façade grants, site improvement grants, interior rehabilitation grants	\$1,866,909	City of Ocala and Private Sector Applicants
Total			\$8,480,794	



City of Ocala
Purchasing Department
110 SE Watula Ave – 3rd Floor
Ocala, Florida 34471
Phone: (352) 629-8364 Fax: (352) 629-8378

INVITATION TO BID
ITB 13-018
January 18, 2013

Sealed bids will be received by the City of Ocala Purchasing Department for the City of Ocala, Florida, at 110 SE Watula Ave – 3rd Floor, Ocala, Florida, 34471 up to **February 6, 2013, 2:00 P.M., EST.** NO EXCEPTIONS TO OPENING TIME WILL BE ALLOWED.

ITB 13-018: West Ocala Priority Project (NW Martin Luther King Jr Avenue & NW 4th Street)

All responses shall be addressed to Corrin Fitsemons, Purchasing Agent, Offices of Budget & Finance, Purchasing Department 110 SE Watula Ave – 3rd Floor Ocala, Florida 34471, and plainly marked on the envelope, "ITB 13-018: West Ocala Priority Project (NW Martin Luther King Jr Avenue & NW 4th Street)" to be opened: February 6, 2013 at 2:00 P.M. EST.

ONE (1) ORIGINAL HARD COPY AND ONE (1) ELECTRONIC COPY* OF YOUR BID RESPONSE FORM AND ALL REQUIRED DOCUMENTS MUST BE SUBMITTED.

*** YOUR ELECTRONIC COPY MUST BE A PDF FILE ON A CD - ALL DOCUMENTS MUST BE COMBINED INTO ONE SINGLE FILE - YOUR ELECTRONIC COPY MUST MATCH YOUR HARD COPY AND INCLUDE ALL SIGNATURES, AND YOU MUST CHECK TO BE SURE THAT THE CD CAN BE OPENED BEFORE YOU SUBMIT IT.**

Any questions relative to any item(s) or portion of this Invitation to Bid should be directed to Corrin Fitsemons at cmfitsemons@ocalafl.org (352-629-8364).

Engineering Department:

Project Manager: Bill McBride

City Engineer: William Stevens, P.E.

CITY OF OCALA, FLORIDA

Corrin Fitsemons

Corrin Fitsemons, Purchasing Agent

1. GENERAL CONDITIONS

The bidders, hereby declare that they have carefully read this Invitation to Bid and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. We certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. We agree to be bound by all of the terms and conditions of this Invitation to Bid and certify that we are authorized to sign this bid for the bidder. We further agree to furnish and deliver as indicated, FOB CITY OF OCALA FACILITY LOCATION, with all transportation charges prepaid, and for the prices quoted thereon as follows:

It is the bidder's responsibility to assure that your bid is delivered at the proper time to the Community Services or specified location. Bids which for any reason are not so delivered will not be considered. Any/All bids received after the date and time specified will not be accepted.

The City of Ocala is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered.

2. SEALED BIDS:

All bid sheets must be executed and submitted in a sealed envelope. The face of the envelope shall contain, in addition to the City's address, the date and time of the bid opening and the bid number. Bids not submitted on the attached Bid Response Form may be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, are subject to rejection.

ADDITIONAL OR ALTERNATE BIDS, unless specifically requested, WILL NOT BE ACCEPTED.

3. EXECUTION OF BID:

All bids must contain a manual signature of the authorized representative of the bidder in the space provided on the Bid Response Form. All bids must be typed or printed in ink. The bidder should not use erasable ink. All corrections made to the bid by bidder must be initialed.

4. NO BID:

A respondent who is on the bid mailing list, but who decides not to submit a bid, must still respond by returning only the Bid Response Form, marking it "NO BID" and explaining the reason in the space provided. Failure to respond three (3) times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a response, a bidder must submit the Bid Response Form marked "NO BID" and explain the reason for the "NO BID". The form must

have a manual signature and company name, and must be received as per the paragraph named "BID OPENING".

5. BID EVALUATION:

The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the City, and will be based on information furnished by the bidder.

6. MISTAKES:

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension the unit price will govern.

7. BID PRICES:

The Bid period shall be in effect for the duration of the project, and shall not be amended after the date and time of the bid opening. Any attempt by the awardee to amend said bid prices except as otherwise provided herein, shall constitute default as outlined in this specification.

8. ADDITION/DELETION:

The City of Ocala reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City.

9. BID DATA:

Bidders shall furnish complete and detailed Bid Data as specified on the Invitation to Bid Form. Bids furnished without data, or incomplete submissions may be rejected at the discretion of the City. Exceptions to the requirements, if any, shall be noted in complete detail. Failure by the bidder to detail each exception to a bid specification or requirement results in the bidder being required to meet each specification or requirement exactly as stated.

10. AWARDS:

The City reserves the right to make award(s) by individual item, aggregate or none, or a combination thereof; with one or more suppliers; to cancel the bid, reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless his/her bid has been evaluated as being responsive. The City reserves the right to make an award to more than one bidder.

A contract will be awarded, if at all, within sixty (60) days after opening of the bids. The City further reserves the right to not make any award(s) under this bid.

11. CONTRACT CHANGES:

No changes, over the contract/award period, shall be permitted unless prior written approval is given by the Purchasing Agent and, where applicable, confirmed through formal acceptance by the City Council.

12. AWARD TO NEXT RATED BIDDER:

In the event of default by the awarded vendor, the City reserves the right to utilize the next rated bidder meeting specifications as the new vendor. In the event of this occurrence, the next rated bidder meeting specifications shall be required to provide the bid items at the prices as contained on their proposal or bid for this specification.

13. BID OPENING:

Bid opening shall be on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his/her bid is delivered at the proper time to the Community Services or specified location. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, telefax or telephone is not acceptable. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Bid files may be examined during normal working hours by appointment.

14. AMENDMENTS TO ITB:

If it becomes necessary to revise or amend any part of this Invitation to Bid, the Purchasing Agent will furnish the revision by written Addendum. It is the proposer's responsibility to inquire if any Addenda have been issued. Any addenda will be posted to Demandstar www.demandstar.com and on the City's website <http://www.ocalafl.org/COO3.aspx?id=483>, "Bid Processing Page" link. Any addenda must be acknowledged on the Affidavit of Compliance form.

15. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and

considered in complete compliance with the specifications as listed on the bid form. The City's Community Services Purchasing Agent is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Agent or designated representative.

16. NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested/inspected for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in supplier's name being removed from the vendor/bidder mailing list.

17. SERVICE AND WARRANTY:

Unless otherwise specified, the bidder shall define all warranty service and replacements that will be provided during and subsequent to the award of the contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

18. SAMPLES:

Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample shall be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received at time of bid opening. If instructions are not received at this time, the samples shall be disposed of by the City within a reasonable time as determined appropriate by the City.

19. INSPECTION, ACCEPTANCE AND TITLE:

Inspection and acceptance shall be as designated by the City unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City unless loss or damage results from negligence by the City.

20. GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material

quality, workmanship, or performance of the items or services offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Community Services at once, indicating the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

21. COMPLIANCE WITH OTHER LAWS:

Applicable provisions of all federal, state and local laws and ordinances, and all City rules and regulations shall govern the quality and warranty of commodities covered by all bids received in response hereto and shall govern any and all claims and disputes between person(s) submitting a bid response hereto and the City, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

22. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES:

The Awardee agrees that it shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and City, which may be applicable to its services. Likewise, shall obtain and maintain all permits and licenses necessary for its performance of this contract.

23. PUBLIC RECORD LAW:

Correspondence, materials and documents received pursuant to this Invitation to Bid become public records subject to the provisions of Chapter 119, Florida Statutes.

24. ADVERTISING:

In submitting a proposal, bidder agrees not to use the City's name as a part of any commercial advertising.

25. SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety and Health Act (OSHA), American National Standards Institute Safety Standards and any Florida standards thereunder.

26. BANKRUPTCY:

In the event of bankruptcy, either voluntary or involuntary of the vendor, or in the event of the vendor's insolvency, or upon assignment for the benefit of creditors, then, in any such event, the City shall have the right to terminate the contract and any purchase orders immediately as if the contract and purchase orders had not been made, and no assignment for the benefit of creditors, nor any receiver, nor any trustee of bankruptcy, shall ever have any right or claim under the terms hereof.

27. DELIVERY:

All prices shall be F.O.B. Destination, Ocala, Florida. Delivery date and warranties must be written out and submitted with bids. We insist delivery dates, as specified, be met.

28. CONDITION AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

29. INVOICING AND PAYMENT:

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net, from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the buyer after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments may not be made unless specified in the bid. In addition to the purchase order number, the invoice shall bear the vendor FEID number (Federal Employer Identification Number). An original and one (1) copy of the invoice shall be submitted to address listed on Purchase Order.

Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages cases, delivery list and correspondence. All questions regarding payment, invoicing, etc., will be addressed to the Finance Department, Accounts Payable Section, ATTENTION: Accounts Payable Supervisor at (352) 629-8501.

30. NON-FUNDING CLAUSE:

In the event sufficient budgeted funds are not available or depleted, the City shall notify the vendor of such occurrence and contract shall terminate without penalty or expense to the City.

31. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of

36 months from the date of being placed on the convicted vendor list.

32. DRUG FREE WORKPLACE AFFIDAVIT:

Pursuant to Florida Statutes 287.087, each bidder shall complete the form on the Drug Free Workplace Affidavit and submit same with any bid response. The Drug Free Workplace Affidavit form is found attached to this Invitation to Bids. The City of Ocala requires that this form be submitted with each bid.

33. VISA ACCEPTANCE:

The City of Ocala has implemented a purchasing card program, using the Visa platform. Vendors may receive payment from the City by the purchasing card in the same manner as other Visa purchases. Visa acceptance is preferred method of payment. Please indicate your ability to accept Visa in the space provided on the bid proposal form.

34. AWARDS CRITERIA:

Award(s) of bid will be made based upon the lowest bid meeting specifications, after taking into account all other considerations and mandatory requirements:

- A. Compliance to the specifications.
- B. Cost.
- C. Warranty (if applicable).
- D. Delivery.
- E. Past Experience.
- F. Drug Free Workplace Affidavit.

35. AWARD OF TIE BIDS:

A thorough review of all tie bids shall be conducted by the Purchasing Agent. Award recommendations shall be based upon the following:

- A. Delivery dates.
- B. Reputation of the vendors involved.
- C. Past performance.
- D. Drug Free Workplace Program.
- E. Location of the vendor.

Preference will be given to businesses with Drug-Free Workplace Programs in accordance with Section 287.087, Florida Statutes.

If all factors and conditions relating to the bids are equal, then the tie bid will be awarded to the local vendor. If the other vendor is local a coin toss will be conducted. The coin toss will be conducted by the Community Services with one witness from outside the Community Services.

36. PRICES, TERMS AND PAYMENT:

Firm prices shall be bid and include all services rendered to the purchaser.

A. TAXES: The City of Ocala does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The following exemption number appears on the face of the purchase order: Florida Sales Tax Exemption Number: 85-8012621655C-9, Federal Tax Number 59-6000392.

B. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

37. CANCELLATION FOR DEFAULT:

This contract is critical to the City of Ocala and the City reserves the right to immediately cancel or annul whole or any part of this contract due to failure of the contractor to carry out any obligation, term, or condition of the contract. The city will issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:

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

The City may resort to any single or combination of the following remedies:

- A. Cancel any contract;
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications the actual expense of testing will be borne by the contractor;
- D. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:
 - 1. Deduction from an unpaid balance;
 - 2. Collection against the bid and/or performance bond, or;

3. Any combination of the above or any other remedies as provided by law.

38. SUSPENSION OF PAYMENT AND/OR TERMINATION:

Payment of the amounts due under this contract will be made on a monthly basis. Payments will be made by the City at the end of each satisfactory month of service. Should contractor fail to perform the service required under this contract then the City may, at its option, retain any or all of the monthly payment otherwise due until any service discrepancies are corrected. Repeated service discrepancies on behalf of the contractor shall entitle the City to terminate this contract without notice and retain any past due payments otherwise owing under this contract as liquidated damages.

39. MATERIAL SAFETY DATA SHEETS:

In accordance with Chapter 442, Florida Statutes, it is the seller's duty to advise the City of Ocala if a product is a listed toxic substance and to provide a material safety data sheet (MSDS) at the time of delivery.

Contractors must comply with this procedure along with the Florida Right-to-Know law (F.S. 442) and the Federal Hazard Communications Standards (29 CFR 1910.1200) all other applicable laws.

40. BID PROTESTS:

Any bidder who disputes the reasonableness, necessity or competitiveness of the terms and conditions of the Invitation to Bid, bid specifications, bid selections, contract award or intended contract award shall file such protest in compliance with the City of Ocala Purchasing Policies & Procedures Section Protested Solicitations and Awards CP-160. This policy may be obtained at http://www.ocalafl.org/uploadedFiles/CMO_Services/Purchasing/Purchasing_Policy_and_Procedures.pdf or may be requested by calling (352) 629-8364. Fees may apply.

41. CONFLICT OF INTEREST:

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest. All bidders must disclose with each bid the name of any officer, director or agent who is also a public employee. Further, all bidders must disclose the name of any public employee who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm or any of its branches.

42. MANDATORY PERFORMANCE REQUIREMENTS:

Bidders are required to furnish evidence that they maintain permanent places of business and have adequate equipment, personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide

necessary services. These requirements may be satisfied by completing the Required Information Form #1 attached

43. INSPECTION:

The City reserves the right to inspect the awardee's place of business and equipment prior to the awarding of any contract; for determining responsibility as to the terms and conditions as set forth herein. During the course of the contract, the City likewise reserves the right to inspect the awardee's place of business at any time with and/or without any given notice.

44. GENERAL INDEMNITY:

The (Other Party) shall indemnify and hold harmless the City and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting from there and is caused in whole or in part by any negligent act or omission of the (Other Party).

45. PATENT AND ROYALTY INDEMNITY:

The bidder, without exception, shall indemnify and save harmless the City, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the bidder uses any design, device, or materials covered by letters of patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way used in performance of the bidder work.

46. ADDITIONAL PURCHASES ("PIGGY-BACK") BY OTHER PUBLIC AGENCIES:

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchases equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

47. USE OF OTHER CONTRACTS:

The City of Ocala reserves the right to utilize any City of Ocala contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. The City of Ocala reserves the right to separately bid any single order or to purchase any item on this bid if it is in the best interest of the City of Ocala.

48. QUANTITIES:

The quantities as specified in this bid are estimates only and are not to be construed as guaranteed minimums.

49. VENDOR REGISTRATION FORM AND INTERNAL REVENUE SERVICE FORM W-9

All bids shall be submitted with a completed "Vendor Registration Form" and "Department of the Treasury, Internal Revenue Service Form W-9". Forms may be downloaded at <http://www.ocalafl.org/COO3.aspx?id=483> form not be provided, payment for work and/or materials **will be delayed** until the City receives a completed form W-9.

50. EXTENSION:

In addition to any extension options contained herein, the City of Ocala is granted the right to extend any award resulting from this bid for the period of time necessary for the City to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of City of Ocala exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

51. COLLUSION:

The bidder, by affixing their signature to this proposal, agrees to the following: "Bidder certifies that their bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

52. FINANCIAL STATEMENT:

The successful bidder may be required to submit the following:

- A. Certified Public Accountant prepared financial statement for at least two fiscal year ends. The statements should include a balance sheet, income statement, statement of cash flows, and footnotes.
- B. The Financial Statements need to be current, meaning within the last 12 months. If they are older than 6 months, we would ask that a CPA or company prepared interim financial statement be obtained to give us some knowledge of their current situation.

53. LITIGATION:

In the event of any litigation between the parties arising out of this contract, the prevailing party shall be

reimbursed by the other party for all attorneys' fees so incurred. Venue for any such litigation shall be Marion County Florida. The entire agreement shall be governed by the laws of the State of Florida.

Neither party shall assign any of its rights, obligations, or duties under the terms and conditions of this agreement without the express, written consent of the other party.

54. INSPECTION, EXAMINATION, AND DUPLICATION OF RECORDS:

Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57 (3)(a) or within 10 days after bid or proposal opening, whichever is earlier.

55. ACKNOWLEDGMENT OF ADDENDA/AFFIDAVIT OF COMPLIANCE:

If you take any exceptions to any portion of this ITB, you must so indicate on the Affidavit of Compliance form included in this document. In addition, if any addenda are issued, you must acknowledge addenda, on the Affidavit of Compliance form.

56. LOCAL VENDOR PREFERENCE

A local vendor preference may apply to this ITB. If you are a local vendor, meet the definition criteria under CP-050 - "Local Vendor Preference", and wish to be considered for preference; **YOU MUST SUBMIT THE CITY OF OCALA - LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY WITH YOUR BID.** No local preference consideration will be allowed if the affidavit is not included with the original bid submittal. This policy may be obtained at <http://www.ocalafl.org/COO3.aspx?id=483> or may be requested by calling (352) 629-8364. Fees may apply.

57. E-VERIFY REQUIREMENTS FOR CONTRACTORS:

As a requirement and condition of this Agreement, the Contract must use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract.

E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security.

- This requirement shall apply to the Contractor and any and all "sub-contractors" that may be hired during the performance of this contract.
- E-Verify must be used ONLY for newly hired employees during the term of the contract. It is **NOT** to be used for existing employees.

- E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to this contract.
- Contractor shall retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND
- Sign and submit to the City of Ocala an Affidavit of Compliance (Attachment 4) with the executed contract.
- Subcontractors, if any, shall also be required to sign an Affidavit of Compliance and retain that Affidavit for four (4) years after the end of the contract.
- The City of Ocala reserves the right to audit the Contractor's compliance with these requirements.

Further information on E-Verify can be found at the following website:

<http://www.uscis.gov/e-verify>

58. LOBBYING PROHIBITED:

Potential proponents are prohibited from directly or indirectly communicating with City Council members regarding their qualifications or any other matter related to the eventual award of a contract for the services requested in this RFP. Potential proponents are prohibited from contacting City staff or evaluation committee members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member. **Any violation will result in immediate disqualification of the Proponent from the selection process.**

INVITATION TO BID

The proposed Work is generally described as follows:

Providing all materials, labor, and equipment to complete the West Ocala Priority Project NW Martin Luther King Jr Avenue and NW 4th Street. This project will consist of milling existing asphalt pavement at the road intersection; construction of sidewalk along NW 4th Street; replacing traffic signal loop detectors; installation of cross walks with simulated brick pattern; temporary and permanent traffic stripes and markings; and sodding any disturbed areas.

Deadline for Questions:

The deadline for questions is close of business on January 25, 2013.

All questions must be submitted in writing to Corrin Fitsemons, Purchasing Agent. Email address: cmfitsemons@ocalafl.org. Email is the preferred method; if needed, the fax number is 352-629-8378. Any phone calls with questions will be requested in writing.

Bid Opening:

Bid opening will be **February 6, 2012, 2:00 P.M. EST** at 110 SE Watula Ave – 3rd Floor, Ocala, Florida 34471, City of Ocala Finance Conference Room.

The Following Documents Must Be Submitted With Bids:

- Bid Form
- Schedule of Prices Bid
- Signature of Bidder
- Certificate as to Corporate Principal
- Power of Attorney
- Drug Free Workplace Affidavit
- Florida Trench Safety Act
- Affidavit of Compliance with the Dept of Homeland Security E-verify System
- List of Subcontractors and Major Suppliers
- Local Vendor Preference (**only if requesting Local Vendor Preference**)
- Certificate of Insurance
- Certificate of Property Insurance
- Department of the Treasury Internal Revenue Service Form W-9

Contractor/Bidder Requirements and Qualifications:

- CONTRACTOR shall be a certified General Contractor; a licensed Concrete Contractor; or a licensed Asphalt Contractor for the work specified in this bid.
- The CONTRACTOR and all subcontractors will be required to conform to the labor standards and employment requirements set forth in the Contract Documents.
- The successful BIDDER will be required to furnish a Construction Performance Bond and a Construction Payment Bond (as security for the faithful performance of the payment of all bills, and obligations arising from the performance of the Contract). Maintenance and Guarantee Bond is also required. **All costs related to bonds are to be absorbed and distributed throughout line items.**
- It is the BIDDER'S responsibility to assure that their bid is delivered at the proper time to the Purchasing Office or specified location. Bids, which for any reason are not so delivered, will not be considered. Any bids received after the date and time specified, **will not** be accepted.

Bid and Contract Information:

- The City of Ocala (CITY) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the source indicated in these documents. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.
- CITY reserves the right to reject any or all Bids, including without limitation the rights to reject any or all non-conforming, non-responsive, unbalanced, or conditional Bids. CITY further reserves the right to reject the Bid of any BIDDER whom it finds, after reasonable inquiry and evaluation, to be non-responsive.
- Bids will be received on a unit price basis, with award based upon the aggregate total.
- If the Contract is to be awarded, the CITY will give the Successful BIDDER a Notice of Award within the number of days set forth in the Bid Form for acceptance of the Bid.
- In order to comply with ADA requirements, please call forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.

INSTRUCTIONS TO BIDDERS

1.01 GENERAL

Instructions to BIDDERS for this project are in Volume 1, City of Ocala, “General Conditions for Construction” and can be found at the following website:

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

1.02 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

The following change, additions, deletions, and/or clarifications are hereby made part of the **INSTRUCTIONS TO BIDDERS**:

BIDDERS QUALIFICATIONS

- CONTRACTOR shall be a certified Florida-registered General Contractor; a licensed Concrete Contractor; or a licensed Asphalt Contractor for the work specified in this bid.

CONTRACT TIME

The successful BIDDER agrees to commence work on the date specified in a written “Notice to Proceed” by the CITY for each project assigned. Such “Notice to Proceed” will be issued at the pre-construction conference, not to exceed 14 days from the preconstruction date.

The successful BIDDER must be able to mobilize and begin construction no later than 5 working days after notification, and complete the project the time limit specified in the “Notice to Proceed.” At no time will the CONTRACTOR be allowed to lag behind.

PROJECT REQUIREMENTS

ARTICLE 1100 - SCOPE OF WORK

This project consists of mill and overlay of asphalt pavement, construction of concrete sidewalks, curb ramps, installation of patterned textured pavement at crosswalks, replacement of traffic loop detectors and pavement markings.

ARTICLE 1200 - TESTING

1.01 Construction/Reconstruction of Roadway

Construction and/or reconstruction of roadway and subsequent testing shall be in accordance with the applicable sections of the FDOT Standard Specifications for Road and Bridge Construction, latest edition, Divisions II and III.

2.01 Density and Concrete Testing

A. Density and Concrete Testing Procedure

The CONTRACTOR shall be responsible for scheduling all testing with the project representative. The CONTRACTOR shall be responsible for scheduling all work in such a manner as to allow for proper testing as specified by these and the FDOT Standard Specifications for Road and Bridge Construction, latest edition, Divisions II and III.

Results of all tests shall be delivered by the testing company to the CITY PROJECT MANAGER who in turn will supply a copy each to the CONTRACTOR and the project OWNER.

Asphalt samples will only be taken at the job site and will have to meet these specifications.

All work which has not been tested and accepted shall not be paid for.

If the CONTRACTOR requests the inspector to order tests made, and because of the CONTRACTOR not being ready for the test, standby time is charged by the testing company, the CONTRACTOR shall be back-charged for such charges.

3.01 Operational Readiness Testing

Prior to start-up, the entire installed system and components shall be inspected, tested, and documented that they are ready for operation.

The CITY ENGINEER decision shall be final regarding the acceptability of all testing. The Certificate of Substantial Completion will not be issued until the final acceptance of all testing by the CITY ENGINEER.

ARTICLE 1300 - MANUFACTURER'S 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 manufacturer's/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.

ARTICLE 1400 - SUBMITTALS

1.01 General

Provide submittals as required by City of Ocala, Volume I, General Conditions for Construction.

ARTICLE 1500 - CONSTRUCTION SURVEY LAYOUT

1.01 General

The work to be performed shall be for the survey work necessary to establish proper alignments, right of way, easements, bench marks, elevations and grade stakes to complete all phases of this contract.

2.01 General Requirements

The CITY ENGINEER shall establish a number of benchmarks on the project which in their opinion will enable the CONTRACTOR to perform the work. If the CONTRACTOR shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the CITY ENGINEER, such stake, or benchmark shall be re-established by and at the CONTRACTOR'S expense.

It shall be the responsibility of the CONTRACTOR to preserve all adjacent property corner markers which might be affected by their operations, and replace same if undermined. Corner locations known by the CITY will be made available to the CONTRACTOR.

All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to the CITY and become CITY property.

The above work shall be done in such sequence that the above items will be in place at final acceptance of the project. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 61G17 of the Florida Administrative Code.

Payment for this work shall be at the price set forth in the proposal and shall be full compensation for all labor, material, equipment and other incidental costs incurred by CONTRACTOR to obtain completed and approved construction.

ARTICLE 1600 - CONSTRUCTION FACILITIES

1.01 Administrative Submittals

Submit copies of permits and approvals for construction as required by laws and regulations and governing agencies.

Submit temporary construction parking area plans, storage yard, storage trailer location, staging

area plan, and plan for disposal of waste materials.

2.01 Mobilization

CONTRACTOR is responsible for the moving of CONTRACTOR'S operations and equipment required for construction.

Provide on-site construction power and wiring, and on-site communication facilities as needed.

Provide on-site sanitary facilities and potable water facilities as specified and as required by governing agencies. The CONTRACTOR will not be permitted to use the CITY sanitary facilities during construction.

Posting of OSHA required notices and establishing of safety programs and procedures.

3.01 Erosion, Sediment, and Flood Control

Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.

Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

4.01 Cleaning During Construction

Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris. At least twice weekly sweep all roadways affected by the construction and where adjacent to work.

Provide approved containers for collection and disposal of waste materials, debris, and rubbish. At least once weekly dispose of such waste materials, debris, and rubbish off-site.

5.01 Final Cleaning

At completion of work, clean entire work and project site as applicable.

- a. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the CITY ENGINEER.
- b. Remove grease, dirt, dust, paint, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
- c. Broom clean exterior paved driveways and parking areas.
- d. Hose clean sidewalks and concrete exposed surfaces.

Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

ARTICLE 1800 - DETAILED MEASUREMENT AND PAYMENT

The following list of pay items includes pay item numbers and the detailed measurement of payment relating to those items.

101-01 Project Sign

101-01.01 Project Sign EA

Payment for this bid item shall be made at the contract price bid per each and shall constitute full compensation for providing project information signs as specified in the Supplemental Technical Specification area of these documents. If during construction there is a change of Council Members/Mayor, the appropriate name changes shall be made to the signs and the bid price shall include the cost for the changes. The CONTRACTOR shall verify names and their spelling.

110 Clearing & Grubbing

110-03.01 Remove and Relocate Miscellaneous Items (Signs & Mailboxes) LS
110-04.01 Remove Concrete Sidewalks and Drives SY
110-04.03 Removal of Existing Asphalt Pavement – Sidewalks & Drives SY

Payment for removal shall be paid at the price set forth in the proposal and shall constitute full compensation for removal and disposal.

For items such as mailboxes and signs that need to be removed and relocated, price and payment shall be full compensation for all work and materials to complete the relocation.

120 Excavation and Embankment

120-02.01 Fill Material (Furnish and Grade) CY

Payment for this item shall be for furnishing, installing, and grading suitable fill material from off site. The material shall be free of large rocks, clay, roots, and other organic material. Placement of material shall be as directed by the ENGINEER or his representative.

327-70 Mill Existing Asphalt Pavement

327-70.02 Mill Existing Asphalt Pavement 1.5” Depth SY

Payment for milling of asphalt pavement shall be at the unit price set forth in the proposal. The unit price shall be payment in full for all work specified in this section, including hauling and stockpiling at a location specified by the CITY.

334-01 Superpave Asphalt

334-01.02 Superpave Asphalt 12.5 (1.5”) TON

Payment for asphalt pavement shall be at the unit price set forth in the proposal. The unit price shall be payment in full for the installed and accepted asphalt pavement as called for in the Contract Documents and FDOT Standard Specifications for Road and Bridge Construction, latest edition. Any bituminous prime or tack coat necessary for paving a layer of asphalt shall be included a part of the unit price for asphalt pavement. The CONTRACTOR shall use undiluted emulsified asphalt tack 916 (FDOT) to help reduce tracking.

Payment shall also constitute full compensation for all labor, equipment and materials necessary to prepare a road for resurfacing including defining existing edge and cleanup and restoring of site during and after construction. This shall include costs for any temporary relocation of miscellaneous items such as signs and mailboxes. No monthly draw request shall be approved until all cleanup work has been completed and approved for work previously billed.

The price bid per ton for asphalt shall also include mobilization and shall constitute full compensation for mobilizing the CONTRACTOR’S equipment, labor, and material storage site.

487-12.01 Water Adjustments

487-12.01.01 Adjust Valve Box to Grade EA

Payment for these items and for adjusting meter and valve boxes as necessary to match new grade due to pavement resurfacing or sidewalk construction. Payment for these items shall be made at the unit price set forth in the bid schedule and shall constitute full compensation for work specified in the Contract Documents. Payment shall include all costs for excavation, backfilling, dewatering, test equipment, and other items required to complete the project.

497-10 Manhole Adjustments

497-06.01.01 Remove & Replace Sewer Manhole Ring & Cover w/ Hinged Ring & Cover & Adjust to Grade (Ring & Cover Furnished by Others) EA

On roads to be resurfaced existing sanitary sewer manhole covers that are not hinged shall be replaced with hinged lids; in accordance with the City’s “Standard Specifications for Water & Sewer Construction,” latest edition. The cost for replacing the cover shall also include any adjustments required to raise the manhole to match the new grade. New ring and covers shall be furnished by the City of Ocala Water and Sewer Utility; Contractor shall be responsible for pickup and delivery to site.

522-01 Concrete Sidewalk and Driveways

522-01.01 Concrete Sidewalk 4” Thick SY
 522-01.02 Concrete Driveway 6” Thick Fiber Reinforced SY
 522-01.06 Concrete Curb Ramp (CR-26) with Detectable Warning Surface EA
 527-01.01 Detectable Warning on Walking Surfaces EA

Payment for concrete sidewalks and driveways shall be at the price bid and shall include compensation for furnishing materials, labor, installation, mobilization, and maintenance of traffic in accordance with the contract documents, FDOT Standard Specifications for Road & Bridge Construction, latest edition.

523 Patterned/Textured Pavement

523-01.01 Patterned/Textured Pavement (Crosswalks) SY
 523-01.02 Patterned/Textured Pavement (Center of Intersection) SY

Payment shall be for the installation of a colored thermoplastic coating material that can be imprinted and texturized to simulate a brick pattern; applied to existing pavement. Price and payment will be full compensation for all work and materials necessary to achieve an acceptable final product.

Preferred material shall be Paveway Stone – Thermo-Set (STS) a product of Paveway Systems, Inc., or an approved equal. Any materials submitted for approval shall be from the Florida Department of Transportation (FDOT) Qualified Product List (QPL). Product shall meet installation and performance requirements of Section 523.

570 Performance Turf

570-01.01 Sod SY

Payment for sod shall be made at the unit price set forth in the proposal and shall constitute full compensation for furnishing, installing, and maintaining of sod as called for in the Contract Documents. Sod shall match the existing grass type. In areas where there is not a specific type, Argentine Bahia shall be installed.

660-01 Inductive Loop Detector

660-01.16 Replace Traffic Signal Detector Loop Assemblies (Intersection) LS
 660-01.17 Adjust Height of Pedestrian Buttons (4) LS

Payment for this item shall be made at the unit price set forth in the proposal and shall constitute full compensation for replacing Loop Detectors taken out of service due to road resurfacing and adjust height of pedestrian buttons under this contract. Cost includes furnishing, installing, and making operational all detector loops affected.

706-01 Raised Retro-Reflective Pavement Markers and Bituminous Adhesive

706-01.01 Reflective Pavement Markers (RPM) EA

Payment for this item shall constitute full compensation for furnishing and installing reflective pavement markers. It shall be the type marker required for each strip and its proper spacing. If more than two percent (2%) of the RPM's fail in adhesion or alignment within the first 45 days under Traffic, replace all failed markers at no expense to the CITY. If more than five percent (5%) of the markers fail in adhesion and on alignment during the initial 45 days period, the ENGINEER will extend the replacement period an additional 45 days from the date that all replacement markers have been installed.

If at the end of the additional 45 days period, more than two percent (2%) of all markers (initial installation and 45 days replacement combined fail in adhesion or alignment) replace all failed markers at no expense to the CITY.

Notify the ENGINEER prior to placement of RPMS. At the time of notification, indicate the manufacturer and the lot numbers of RPMS and Bituminous Adhesive that are intended for use. Verify that the approved lot numbers appear on the material packages. Furnish a test report to the ENGINEER certifying that the materials meet all requirements specified.

710 Temporary Traffic Stripes and Markings

710-01.01 Temporary Solid 6" White Stripe LF
 710-01.02 Temporary Solid 6" Double Yellow Stripe LF
 710-01.03 Temporary Solid 12" White Stripe LF
 710-01.04 Temporary Solid 24" White Stripe LF
 710-01.06 Temporary White Direction Arrow EA

Payment for temporary traffic striping shall be made at the unit price bid and shall constitute full compensation for all labor, materials, and equipment necessary to properly install temporary striping. Complete in accordance with the Contract Documents and FDOT Standard Specifications for Road and Bridge Construction, latest edition. The CITY shall pay for installation of temporary stripes and markings once; during construction any additional applications will be at the CONTRACTOR'S

expense.

711	<u>Thermoplastic Traffic Stripes and Markings</u>	
711-01.01	Thermo-Plastic Solid 6” White Stripe	LF
711-01.02	Thermo-Plastic Solid 6” Double Yellow Stripe	LF
711-01.03	Thermo-Plastic Solid 12” White Stripe	LF
711-01.04	Thermo-Plastic Solid 24” White Stripe	LF
711-07.01	Thermo-Plastic Direction Arrow	EA

Payment for thermoplastic traffic striping shall be made at the unit price set forth in the proposal for the particular type of stripe being installed, and shall constitute full compensation for all labor, materials, and equipment necessary to properly install thermoplastic compound, meeting the requirements of FDOT Standard Specifications for Road and Bridge Construction, latest edition.

ARTICLE 1900 - CONTRACT CLOSEOUT

1.01 Description

Scope of Work: Comply with requirements stated in Conditions of the contract and in specifications for administrative procedures in closing out of work.

2.01 Substantial Completions

- A. When the CONTRACTOR considers the work as substantially complete, the CONTRACTOR shall submit to the CITY:
 - 1. A written notice that the work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the CITY will make an inspection to determine the status of completion.
- C. Should the CITY determine that the work is not substantially complete:
 - 1. The CITY will promptly notify the CONTRACTOR in writing, giving the reasons therefore.
 - 2. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the CITY.
 - 3. The CITY will re-inspect the work.
- D. When the CITY finds that the work is substantially complete, the CITY shall prepare a Certificate of Substantial Completion with a list of items to be completed or corrected before final payment.

3.01 Final Inspection

- A. When the CONTRACTOR considers the work complete, the

CONTRACTOR shall submit written certification that:

1. Contract Documents have been reviewed.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the CITY representative and are operational.
- B. The CITY will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the CITY consider that the work is incomplete or defective:
1. The CITY will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
 2. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the CITY that the work is complete.
 3. The CITY will re-inspect the work.
- D. When the CITY finds that the work is acceptable under the Contract Documents, the CITY shall request the CONTRACTOR make closeout submittals.

4.01 Contractor's Closeout Submittals to Owner

- A. Evidence of compliance with requirements of governing authorities.
- B. Consent of surety to final payment.
- C. Project record documents.
- D. Completion of all submittals as required by Contract Documents.
- E. Evidence of Payment to all subcontractors, and their suppliers.
- F. Maintenance bond and warranties.
- G. Certificate of Insurance for products and completed operations.
- H. Certificate of Occupancy for all buildings.

5.01 Final Application for Payment

The CONTRACTOR shall submit the final Application for Payment in accordance with the procedures and requirements stated in the General Conditions.

GOVERNING SPECIFICATIONS

ARTICLE 2100 - GENERAL

The City of Ocala "General Conditions for Construction", Volume I and FDOT Standard Specifications for Road and Bridge Construction, latest edition, Divisions II and III, shall govern the execution of this contract as specified and amended by these Contract Documents. Information for City of Ocala General Conditions for Construction Volume I can be found at the following website:

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

In case of a conflict, the following order of precedence shall be used for resolution with the lower item number superseding the higher number. Example, 1.1 will supersede 1.2.

1.1 – FDOT Standard Specifications for Road and Bridge Construction, latest edition, Divisions II and III

1.2 – The City of Ocala “General Conditions for Construction” Volume I

ARTICLE 2200 - STANDARD SPECIFICATIONS FOR SITEWORK

1.01 General Requirements

Sitework requirements for this project are to return the site to original condition or to new grades as shown on the project drawings. Standard general site work requirements are found in Sections 100, 101, 102, and 104 of FDOT Standard Specifications for Road and Bridge Construction, latest edition.

2.01 Replacement Paving

Replacement paving shall be in accordance with FDOT Standard Specifications for Road and Bridge Construction, latest edition, Divisions II and III.

3.01 Maintenance of Traffic

Maintenance of traffic shall be in accordance with FDOT Standard Specifications for Road and Bridge Construction, latest edition, Divisions II and III.

4.01 Finish Grading and Grass

CONTRACTOR shall furnish all material, labor, equipment, and supervision required to grade and sod all areas constructed, disturbed, or damaged by their operations.

A. Finish Grading

As soon as practical after completion of backfilling, the CONTRACTOR shall grade all areas on the site to be grassed, as indicated on drawings, or disturbed by the construction operations and acceptable to the CITY ENGINEER.

B. Grassing

The CONTRACTOR shall sod all disturbed areas affected by their work as directed by the CITY ENGINEER.

It is the intent of this specification that the CONTRACTOR shall produce a satisfactory stand of grass, certified free of weeds and foreign growth, before final payment. If it is necessary to repeat any or all of the work, including plowing, fertilizing, watering, and sodding, the CONTRACTOR shall nevertheless repeat these operations without additional compensation until a satisfactory stand is obtained.

All planting, fertilizing and preparations for providing a healthy stand of grass shall be done in accordance with instructions from the local agricultural agent and Section 575 of FDOT Standard Specifications for Road and Bridge Construction, latest edition, Divisions II and III.

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

ARTICLE 3400 – PRIME & TACK COATS

There is no direct payment for Prime or Tack Coat, it is incidental to, and to be included in the other items of related work. Tack coat shall be CRS-1h to help reduce tracking onto existing streets.

ARTICLE 3500 – GRASSING

1.01 Grassing

The CONTRACTOR shall sod disturbed areas affected by their work as directed by the ENGINEER with a grass type that matches existing sod. In areas where there is not an established grass type, Bahia shall be used.

2.01 Maintenance

It is the intent of this specification that the CONTRACTOR shall produce a satisfactory stand of grass, free of weeds and foreign growth, before final payment. If it is necessary to repeat any or all of the work, including plowing, fertilizing, watering, and sodding, the CONTRACTOR shall nevertheless repeat these operations without additional compensation until a satisfactory stand is obtained.

The CONTRACTOR shall be responsible to see that planted areas receive sufficient water until full coverage is obtained.

All planting, fertilizing and preparations for providing a healthy stand of grass shall be done in accordance with instructions from the local agricultural agent and Section 570 of FDOT Standard Specifications for Road and Bridge Construction, latest edition.

ARTICLE 3600 – PROJECT SIGNAGE

Prior to the start of construction, the CONTRACTOR shall provide one four (4) feet high by four (4) feet wide portable project sign that can be relocated to the various sites as work progresses for identification. The location at each site shall be approved by the CITY'S Inspector in the field. Signage information shall include OWNER/CONTRACTOR/ENGINEER information (See project sign drawings), sign information and colors shall match the detail.

Sign Materials shall be:

- Main signage boards: 3/4" Marine plywood mounted on a 2" x 4" wood frame, painted on all sides.

- Sign portability: Each sign shall consist of two of the above described plywood sheets and frames hinged together at the top to form a two-sided sign that folds together for transporting from location to location. When installed at the site, the hinges will allow the bottom portions to move outward forming a triangle with the ground (allowing the sign to stand on its own). The sign faces shall be positioned so that oncoming traffic from both directions can read one side.
- Lettering: Shall be black intermediate grade vinyl or an approved equal.
- Border Lines: Shall be black a minimum of 1/2" wide, inset 1" from the board edge.
- Top & Bottom Warning Panels: Shall be 6" retro-reflective "orange" pavement marking tape (Reference MUTCD Section 1A.12 "Color Code")
- Contractor shall verify names of Council members and Mayor before lettering sign

SUPPLEMENTARY CONDITIONS

SC-1 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

SC-1.02 Subsurface and Physical Conditions

A. Reports and Drawings

In preparation of the Contract Documents, the following drawings of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the Site of the Work were relied upon:

Project Number: 12111

Prepared by: City of Ocala Engineering Department

Titled: West Ocala Priority Project (NW Martin Luther King Jr Avenue & NW 4th St)

SC-2 BONDS AND INSURANCE

SC-2.01 Performance, Payment, and Other Bonds

- A. The CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the CONTRACTOR'S obligations under the Contract Documents. These bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by laws or regulations or by the Contract Documents. The CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by laws or regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies: as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U. S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- C. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located, the CONTRACTOR shall within 20 days thereafter substitute another bond and surety, both of which shall comply with the requirements of SC-2.01, Paragraph B and SC-2.02.

SC-2.02 Licensed Sureties and Insurers

All bonds and insurance required by the Contract Documents to be purchased and maintained by the OWNER or the CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

SC-2.03 Certificates of Insurance

- A. The CONTRACTOR shall deliver to the OWNER, with copies to each additional insured, certificates of insurance (and other evidence of insurance requested by the OWNER or any other additional insured) that the CONTRACTOR is required to purchase and maintain. The OWNER shall deliver to the CONTRACTOR, with copies to each additional insured, certificates of insurance (and other evidence of insurance requested by the CONTRACTOR or any other additional insured) that the OWNER is required to purchase and maintain.
- B. Certificates of insurance shall be submitted on the forms included in the Contract Documents.

SC-2.04 Contractor's Liability Insurance

- A. The CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from the CONTRACTOR performance of the Work and the CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed by the CONTRACTOR, and subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
 - 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
 - 4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (I) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (ii) by any other person for any other reason;
 - 5. Claims for damages, other than the Work itself, because of injury to or

destruction of tangible property wherever located, including loss of use resulting therefrom;

6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle; and
7. Claims for damages caused by negligent error, omission, or act for which the insured party is legally liable, arising out of the performance of specified professional design services.

B. The policies of insurance so required to be purchased and maintained shall:

1. With respect to insurance required include as additional insureds (subject to any customary exclusion in respect to professional liability) the OWNER, the CITY ENGINEER, and any other individuals listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. Include at least the specific coverages, and be written for not less than the limits of liability specified or required by laws or regulations, whichever is greater;
3. Include completed operations insurance;
4. Include contractual liability insurance covering the CONTRACTOR'S indemnity obligations;
5. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to the OWNER and the CONTRACTOR and to each other additional insured to whom a certificate of insurance had been issued (and the certificates of insurance furnished by the CONTRACTOR);
6. Remain in effect at least until final payment and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing defective Work;
7. With respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two (2) years after final payment (and the CONTRACTOR shall furnish the OWNER and each other additional insured to whom a certificate of insurance has been issued, evidence satisfactory to the OWNER and any such additional insured of continuation of such insurance at final payment and one (1) year thereafter);
8. Contain a cross liability or severability of interest clause or

endorsement. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance; and

- 9. With respect to workers' compensation and employers' liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, and all other liability insurance specified herein to be provided by the CONTRACTOR, the CONTRACTOR shall required its insurance carriers to waive all rights of subrogation against the OWNER, the CITY ENGINEER, and their respective officers, directors, partners, employees, and agents.

- C. Worker's Compensation and Employer's Liability Insurance – This insurance shall protect the CONTRACTOR against all claims under applicable workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" or "other states" endorsement.

The liability limits shall be not less than:

Workers' compensation	Statutory
Employers' liability	\$1,000,000 each occurrence

- D. Comprehensive Automobile Liability Insurance – This insurance shall be occurrence type, written in comprehensive form, and shall protect the CONTRACTOR, OWNER, and CITY ENGINEER as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the project site whether they are owned, non-owned, or hired.

The liability limits shall be not less than:

Bodily injury and property Damage	\$1,000,000 combined single limit for each occurrence
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- E. Commercial General Liability Insurance – This insurance shall be occurrence type, written in comprehensive form, and shall protect the CONTRACTOR, OWNER, and CITY ENGINEER as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy shall also include a per project aggregate limit endorsement, personal injury liability coverage, contractual liability coverage, completed operations and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property.

The liability limits shall be not less than:

Bodily injury and property Damage	\$1,000,000 combined single limit for each occurrence
	\$1,000,000 general aggregate

SC-2.05 Property Insurance

- A. The CONTRACTOR, with sole liability for payment of premiums, shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof. This insurance shall:
1. Include the interests of the OWNER, CONTRACTOR, subcontractors, CITY ENGINEER, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a named insured;
 2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, flood, and damage caused by frost and freezing;
 3. Include expenses incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of engineers and architects);
 4. Cover materials and equipment stored at the site or at another location that was agreed to in writing by the OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by the OWNER or the CITY ENGINEER;
 5. Allow for partial utilization of the Work by the OWNER;
 6. Include testing and startup; and
 7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER, CONTRACTOR, and CITY ENGINEER, with 30 days written notice to each other named insured to whom a certificate of insurance has been issued.
- B. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the OWNER and the

CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued, and shall contain waiver provisions.

- C. If the OWNER requests in writing that other special insurance be included in the property insurance policies, the CONTRACTOR shall, if possible, include such insurance, and the cost thereof will be charged to the OWNER by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, the CONTRACTOR shall in writing advise the OWNER whether or not such other insurance has been procured by the CONTRACTOR.

SC-2.06 Waiver of Rights

- A. The OWNER and the CONTRACTOR intend that all policies purchased will protect the OWNER, CONTRACTOR, subcontractors, CITY ENGINEER, (and the officers, public officials, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the named insureds thereunder.

The insurance coverage limits required hereunder are mandatory minimums and neither the OWNER nor the CITY ENGINEER are representing that the insurance limits required by this agreement are adequate to protect the CONTRACTOR, or its officers, employees, agents or subcontractors. The CONTRACTOR remains legally responsible for all damages suffered by the OWNER for which the CONTRACTOR is legally responsible regardless of whether the insurance procured is adequate or not.

- B. Any insurance policy covering any loss, damage, or consequential loss shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against OWNER, CONTRACTOR, subcontractors, CITY ENGINEER, or the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

SC-2.07 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance will be adjusted with the OWNER and made payable to the OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. The OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the monies so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
- B. The OWNER as fiduciary shall have power to adjust and settle any loss with

the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to the OWNER'S exercise of power. If such objection be made, the OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, the OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, the OWNER as fiduciary shall give bond for the proper performance of such duties.

SC-2.08 Acceptance of Bonds and Insurance; Option to Replace

If either the OWNER or CONTRACTOR has any objection to the coverage afforded by, or other provisions of the bonds or insurance required to be purchased and maintained by the other party, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested). The OWNER and the CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required by such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a change order shall be issued to adjust the Contract Price accordingly.

SC-2.09 Partial Utilization, Acknowledgment of Property Insurer

If the OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SUBMITTAL DOCUMENTS

BID FORM

PROJECT IDENTIFICATION:

ITB 13-018 – WEST OCALA PRIORITY PROJECT (NW MARTIN LUTHER KING JR AVENUE & NW 4TH STREET)

THIS BID IS SUBMITTED TO:

City of Ocala
Budget & Finance, Purchasing Department
Attn: Corrin Fitsemons, Purchasing Agent
110 SE Watula Ave – 3rd Floor
Ocala, FL 34471

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all of the terms and conditions of the Invitation to Bid and the Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of the CITY. BIDDER will sign and submit the agreement with the bonds and other documents required by the Bidding Documents within 10 days after the date of the CITY’S Notice of Award.

3.01 In submitting this Bid, BIDDER represents that:

A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

No. _____	Dated _____

B. BIDDER 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.

- C. BIDDER is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at, or contiguous to the site (except underground facilities).
 - E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying the specific means, methods, techniques, sequences, and procedures of construction required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto.
 - F. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid or performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. BIDDER is aware of the general nature of work to be performed by the CITY and others at the site that relates to the Work indicated in the Bidding Documents.
 - H. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. BIDDER has given the CITY ENGINEER or the CONSULTING ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by the CITY ENGINEER or the CONSULTING ENGINEER is acceptable to BIDDER.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 BIDDER further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other BIDDER or the CITY.
- 5.01 BIDDER will complete the Work for the following prices, computed in accordance with

the contract. BIDDER acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and that final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

SCHEDULE OF PRICES BID
WEST OCALA PRIORITY PROJECT (NW MARTIN LUTHER KING JR AVENUE & NW 4TH STREET)
BID NO. ITB 13-018

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
GENERAL CONSTRUCTION					
101-01.01	PROJECT SIGN	EA	2	\$ _____	\$ _____
110-03.01	REMOVE & RELOCATE MISCELLANEOUS ITEMS (SIGNS & MAILBOXES)	LS	1	\$ _____	\$ _____
110-04.01	REMOVE CONCRETE SIDEWALKS & DRIVES	SY	75	\$ _____	\$ _____
110-04.03	REMOVAL OF EXISTING ASPHALT PAVEMENT – SIDEWALKS & DRIVES	SY	100	\$ _____	\$ _____
120-02.01	FILL MATERIAL (FURNISH & GRADE)	CY	25	\$ _____	\$ _____
327-70.02	MILL EXISTING ASPHALT PAVEMENT 1.5” DEPTH	SY	2,450	\$ _____	\$ _____
334-01.02	SUPERPAVE ASPHALT PAVEMENT (SP 12.5) 1.5” THICK	TON	205	\$ _____	\$ _____
487-12.01.01	ADJUST VALVE BOX TO GRADE	EA	3	\$ _____	\$ _____
497-06.01.01	REMOVE & REPLACE SEWER MANHOLE RING & COVER W/ HINGED RING & COVER & ADJUST TO GRADE (RING & COVER FURNISHED BY OTHERS)	EA	5	\$ _____	\$ _____
522-01.01	CONCRETE SIDEWALK 4” THICK	SY	450	\$ _____	\$ _____
522-01.02	CONCRETE DRIVEWAY 6” THICK FIBER REINFORCED	SY	160	\$ _____	\$ _____
522-01.06	CONCRETE CURB RAMP (CR-26) WITH DETECTABLE WARNING SURFACE	EA	4	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
523-01.01	PATTERNED/TEXTURED PAVEMENT (CROSSWALK)	SY	275	\$ _____	\$ _____
523-01.02	PATTERNED/TEXTURED PAVEMENT (CENTER OF INTERSECTION)	SY	85	\$ _____	\$ _____
527-01.01	DETECTABLE WARNING ON WALKING SURFACE	EA	5	\$ _____	\$ _____
570-01.01	SOD (ARGENTINE BAHIA)	SY	800	\$ _____	\$ _____
660-01.16	REPLACE TRAFFIC SIGNAL DETECTOR LOOP ASSEMBLIES (INTERSECTION)	LS	1	\$ _____	\$ _____
660-01.17	ADJUST HEIGHT OF PEDESTRIAN BUTTONS (4)	LS	1	\$ _____	\$ _____
706-01.01	REFLECTIVE PAVEMENT MARKERS	EA	85	\$ _____	\$ _____
710-01.01	TEMPORARY SOLID 6" WHITE STRIPE	LF	1150	\$ _____	\$ _____
710-01.02	TEMPORARY SOLID 6" DOUBLE YELLOW STRIPE (GROSS)	LF	700	\$ _____	\$ _____
710-01.03	TEMPORARY SOLID 12" WHITE STRIPE	LF	725	\$ _____	\$ _____
710-01.04	TEMPORARY SOLID 24" WHITE STRIPE	LF	250	\$ _____	\$ _____
710-01.06	TEMPORARY WHITE DIRECTION ARROWS	EA	2	\$ _____	\$ _____
711-01.01	THERMOPLASTIC SOLID 6" WHITE STRIPE	LF	1150	\$ _____	\$ _____
711-01.02	THERMOPLASTIC SOLID 6" DOUBLE YELLOW STRIPE (GROSS)	LF	700	\$ _____	\$ _____
711-01.03	THERMOPLASTIC SOLID 12" WHITE STRIPE	LF	725	\$ _____	\$ _____
711-01.04	THERMOPLASTIC SOLID 24" WHITE STRIPE	LF	250	\$ _____	\$ _____
711-07.01	THERMOPLASTIC DIRECTION ARROW	EA	2	\$ _____	\$ _____
TOTAL BID:					\$ _____

6.01 BIDDER agrees that the Work will be substantially completed within one hundred and twenty (120) days, and completed and ready for final payment in accordance with the Agreement within thirty (30) days after substantial completion.

7.01 Communications concerning this Bid shall be sent to BIDDER at the following:

Company: _____

Address: _____

Phone: _____

Fax _____

Email: _____

Contact Name: _____

8.01 The terms used in this Bid have the meanings indicated in the Instructions to BIDDERS, the General Conditions, and the Supplementary Conditions.

9.01 Proposal

To Whom It May Concern:

As a BIDDER for this project, and in compliance with your invitation to bid for the furnishing, construction, and installation of the quantities listed in the Schedule of Prices Bid, we propose the following:

Total Bid Part A (figures):

Base Bid: \$ _____

Total Bid Part A (written words):

Base Bid: _____

SIGNATURE OF BIDDER

Contractor's License Number _____

License Expiration Date: _____

I certify that the business below is a pre-qualified FDOT Contractor.

Business Name: _____
as appears on W9

Form of business _____
Sole Proprietor, Partnership, Corporation

Doing Business As: _____

Business address _____

Phone No.: _____

Date: _____

By: _____
Signature

Title: _____
Contractor Signatory, Position

Printed Name: _____

Email address: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as principal in the foregoing bid bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know their signature, and their signature thereto is genuine; and that said bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

Signature and Title

Print Name & Title

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____.

(Signature of Notary Public)

(Print, type, or stamp Commissioned Name of Notary Public)

Personally Known **OR** Produced Identification

Type of Identification produced: _____

EJCDC No. 1910-22 (1996 Edition)

POWER OF ATTORNEY

STATE OF _____
COUNTY OF _____
CITY OF _____

The undersigned, a _____ under the laws of the State of
(Corporation, Partnership, Individual)

_____, having principal office of registered agent in Florida

at _____, hereby nominates, constitutes and appoints _____ with full

power to act _____ on behalf of _____
(Alone or in Conjunction with Another Person) (Name of Company)

to make, execute, seal and deliver on its behalf as the CONTRACTOR and as its act and deed, any and all contracts, change orders, monthly and final payment certifications and other like instruments as follows:

Such contracts, change orders, monthly and final payment certificates and other like instruments shall be binding upon said company as fully and to all intents and purposes as if such instruments had been duly executed and acknowledged and delivered by the authorized officers of the company when duly executed, as indicated above, by either one of the aforementioned persons.

WITNESS OR ATTEST:

NAME OF COMPANY

Witness

Print

By _____
Signature

Print

Title _____

Address _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____.

(Signature of Notary Public)

(Print, type, or stamp Commissioned Name of
Notary Public)

Personally Known **OR** Produced Identification

Type of Identification produced: _____

EJCDC No. 1910-22 (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date:) _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and BIDDER, intending to be legally bound hereby, subject to the terms printed on the following page, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____ (Seal)

_____ (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
(Signature and Title (Attach Power of Attorney))

Attest: _____

Attest: _____

- Note:
- (1) Above addresses are to be used for giving required notice.
 - (2) Any singular reference to BIDDER, Surety, the OWNER or other party shall be considered plural where applicable.

1. BIDDER and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the OWNER upon default of BIDDER the penal sum set forth on the face of this Bond.

2. Default of BIDDER shall occur upon the failure of BIDDER to deliver within the time required by the Bidding Documents) or any extension thereof agreed to in writing by the OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 The OWNER accepts BIDDER'S Bid and BIDDER delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the OWNER) the executed agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2 All Bids are rejected by the OWNER, or

3.3 The OWNER fails to issue a Notice of Award to BIDDER within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by BIDDER and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by BIDDER and within 30 calendar days after receipt by BIDDER and Surety of written notice of default from the OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by the OWNER and BIDDER, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by BIDDER and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to BIDDER and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered

or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print or type name of firm) _____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires

FLORIDA TRENCH SAFETY ACT

The BIDDER acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The BIDDER further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

TOTAL: _____

Failure to complete the above may result in the bid being declared non-responsive.

**AFFIDAVIT OF COMPLIANCE WITH DEPARTMENT OF
HOMELAND SECURITY'S "E-VERIFY" SYSTEM**

As the person duly authorized to enter into such commitment for

(Company or Organization Name)

I hereby certify that the Company or Organization named herein will

(Check one box below.)

- Be in compliance with all of the requirements of E-Verify for the duration of the contract entered into between the City of Ocala and the Company or Organization

OR

- Hire no employees for the term of the contract between the City of Ocala and the Company or Organization

Signature

Printed Name

Title

Date

CITY OF OCALA - LOCAL VENDOR PREFERENCE
AFFIDAVIT OF ELIGIBILITY

This form is only to be submitted if requesting Local Vendor Preference.

This form is to be completed in its entirety by the prime vendor and submitted with your bid. Incomplete forms will be rejected for preference evaluation.

In addition, each vendor shall submit a separate form for each major subcontractor the vendor proposes to employ. A major subcontractor is defined as a subcontractor whose subcontract constitutes five percent (5%) or more of the total contract price. In order for a vendor to be considered for local vendor preference, all major subcontractors must also qualify. Copy this form if additional forms are required and attach as submittals to each bid.

1. Legal Name of Firm: _____
Mailing Address: _____ Physical Address (if different): _____

2. Date your business was established in City of Ocala: _____
OR
Date your business was established in Marion County: _____
3. Did you pay business or real property tax to either the City or the County for the most recent tax year? Yes _____ No _____
4. Are you planning to employ any major subcontractors? Yes _____ No _____

Under penalty of perjury, the undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information in an attempt to qualify for local vendor preference shall be prohibited from bidding on City of Ocala products and services in accordance with CP-161 of the City of Ocala's Purchasing and Procedures manual.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

State of: _____ County of: _____ Sworn to and subscribed before
me this _____ day of _____, 20__ Personally known _____ or Produced

Identification _____
(Specify Type of Identification)

_____ My Commission Expires _____ Signature of Notary

SAMPLE		CERTIFICATE OF INSURANCE			Issue Date:	
PRODUCER:		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
Code Sub-Code		COMPANIES AFFORDING COVERAGE				
INSURED:		COMPANY LETTER A				
		COMPANY LETTER B				
		COMPANY LETTER C				
		COMPANY LETTER D				
		COMPANY LETTER E				
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> _____	((Completed Operations & Products Liability remains in force for 2 years after final payment.)			GENERAL AGGREGATE PRODUCTS-COMP/OPS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT EACH OCCURRENCE (Bodily Injury & Property Damage)	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM		(Follows Form of the Primary)			EACH OCCURRENCE AGGREGATE
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY OTHER <input type="checkbox"/> _____		(Includes US Longshoremen and Harbor Workers Act And Maritime Coverage Where Applicable and All States Endorsement)			STATUTORY EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE EACH OCCURRENCE AGGREGATE
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:						
<ol style="list-style-type: none"> 1. Certificate Holder(s) & their Officers, Directors, Partners, Employees, & Agents Named as Additional Insured (all policies except WC). The coverage afforded the Additional Insured under these policies shall be primary Insurance. If the Additional Insured has other insurance which is applicable to the loss, such other Insurance shall be on an excess or contingent basis. (Copy of Additional Insured Endorsement attached.) 2. Blanket Coverage for XCU Hazards (General Liability & Excess Liability). 3. Waiver of Subrogation Against Certificate Holder(s), Their Officers, Directors, Partners, Employees, & Agents (all policies). 4. Contractual Coverage covers liability assumed in the Indemnification Clause of the Contract between Certificate Holder and Insured (General) 5. General and Products/Completed Operations aggregates apply for each Certificate Holder contract(s) or amendments (General Liability & Excess). 6. Contractual Liability Limitation Endorsement CG2139 or its equivalent is not included in either General or Excess Liability policies. 7. Severability of Interest or Cross Liability clause or endorsement included (General Liability & Excess Liability). 						
CERTIFICATE HOLDERS			CANCELLATION			
1.			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED, TERMINATED, OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDERS NAMED TO THE LEFT. ANY IMPAIRMENT OR EXHAUSTION OF AGGREGATES WILL BE SUBJECT OF IMMEDIATE NOTICE TO THE CERTIFICATE HOLDERS.			
2. Owner:						
			SIGNATURE OF AUTHORIZED AGENT OF THE COMPANY			

SAMPLE CERTIFICATE OF PROPERTY INSURANCE		ISSUE DATE _____ (mm/dd/yy)	
THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.			
PRODUCER Code Sub-Code		COMPANY	
INSURED		POLICY NUMBER	
		EFFECTIVE DATE (mm/dd/yy)	EXPIRATION DATE (mm/dd/yy)
PROPERTY INFORMATION			
LOCATION/DESCRIPTION			
COVERAGE INFORMATION			
COVERAGES/PERILS/FORMS		AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDERS RISK/INSTALLATION FLOATER All Risk of Physical Damage or Loss to Equipment and Materials at or incidental to the Site, on Completed Value Form.		Insurable value of completed Work	
REMARKS			
<ol style="list-style-type: none"> 1. Certificate Holder and others identified in the property insurance paragraph of the Contract Documents are Named Insureds. 2. Waiver of Subrogation against Named Insureds. 3. Any similar insurance carried by Named Insureds is in excess of coverage described hereon. 4. Losses are payable to Owner as fiduciary for the Named Insureds. 			
CANCELLATION			
THIS POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED OR MATERIALLY CHANGED, THE COMPANY WILL GIVE THE CERTIFICATE HOLDERS IDENTIFIED BELOW 30 DAYS' WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.			
CERTIFICATE HOLDERS			
Name and Address		Nature of Interest	
1.		X Additional Named Insured	
2. Owner		SIGNATURE OF AUTHORIZED AGENT OF THE COMPANY	

SAMPLE FORMS

AND

DOCUMENTS

Performance Bond

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BID NO. ITB 13-018 – West Ocala Priority Project (NW Martin Luther King Jr Avenue & NW 4th Street)

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the next page hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

Signature: _____

Name and Title: _____

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

Signature: _____

Name and Title: _____

EJCDC No. 1910-22 (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1 The OWNER has notified the CONTRACTOR and the Surety at the addresses described in Paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR'S Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER'S right, if any, subsequently to declare a CONTRACTOR'S Default; and

3.2 The OWNER has declared a CONTRACTOR'S Default and formally terminated the CONTRACTOR'S right to complete the Contract. Such CONTRACTOR'S Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in Paragraph 3.1; and

3.3 The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1 The Surety in accordance with the terms of the contract;

3.3.2 Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2 Undertake to perform and complete the contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds Issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR'S Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in Paragraph 4.4 and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

(For Information Only—Name, Address and Telephone)

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR'S Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amount received or to be received by the OWNER in settlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR'S Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 OWNER'S Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

AGENT OR BROKER:
OWNER'S REPRESENTATIVE (ENGINEER or other party):

Payment Bond

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BID NO. ITB 13-018 – West Ocala Priority Project (NW Martin Luther King Jr Avenue & NW 4th Street)

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the next page hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1 Promptly makes payment, directly or indirectly, for all sums due claimants, and

2.2 Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER'S default.

3. With respect to claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the CONTRACTOR:

4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnished the above notice any communications from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by Paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amount owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER'S priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payment to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER of the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR'S subcontractors, and all other items for which a mechanics lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3 OWNER'S Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Maintenance and Guarantee Bond

KNOW ALL MEN BY THESE PRESENTS, that _____,
CONTRACTOR, as principal, and _____, as
Surety, are held and firmly bound unto _____, in the sum
of _____ DOLLARS (\$_____) good and lawful
money of the United States of America, to be paid to the CITY, its legal representatives and assigns,
for which payment well and truly made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, and each and every one of them jointly and severally, firmly by these
presents.

Sealed with our seals and dated this _____ day of _____, A.D., _____.

WHEREAS, the above named principal has entered into a certain written contract with
_____, dated this _____ of _____, A.D., _____, wherein the
said principal covenanted and agreed as follows, to wit:

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that by and under said contract the above named principal has agreed with the said CITY that for a period of one (1) year from the date of Substantial Completion to keep in good order and repair any defect in all the work done under said contract either by the principal or their subcontractors or their material suppliers that may develop during said period due to improper materials defective equipment workmanship or arrangements and any other work affected in making good such imperfections shall also be made good all without expense to the CITY excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work and that whenever directed so to do by the CITY by notice service WILL PROCEED at once to make such repairs as directed by the said CITY; and in case of failure to do so within one (1) week from the date of service of such notice or within reasonable time not less than one (1) week as shall be fixed in said notice then the said CITY shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety.

If any repair is necessary to be made at once to protect life and property then and in that case the said CITY may take immediate steps to repair or barricade such defects without notice to the CONTRACTOR. In such accounting the said CITY shall not be held to obtain the lowest figures for the doing of the work or any part thereof but all sums actually paid therefore shall be charged to the principal or surety. In this connection the judgment of the said CITY is final and conclusive. The said principal for a period of one (1) year from the date of Substantial Completion shall keep said work so constructed under said contract in good order and repair excepting only such part or parts of said work which may have been disturbed with the consent or approval of said principal after

the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse the said CITY for any expense incurred by making such repairs, should the principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said CITY from all suits and actions for damage of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts of omissions or through the negligence of said principal, servants, agents or employees in the prosecution of the work included in said contract, and from any and all claims arising under the Workmen's Compensation Act, so-called, of the State of Florida, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, A.D., _____.

Signed sealed and delivered in the presence of:

_____(L.S.)
_____(L.S.)
_____(L.S.)

NOTE: Bond must show complete NAME AND ADDRESS OF LOCAL AGENT AND HOME COMPANY.

EJCDC No. 1910-22 (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

NOTICE TO PROCEED

Dated: _____

TO: _____

(Contractor)

ADDRESS: _____

CONTRACT NO.: ITB 13-018 – West Ocala Priority Project (NW Martin Luther King Jr Avenue & NW 4th Street)

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the date of Substantial Completion is _____ and the date of readiness for final payment is _____.

Before you may start any Work at the Site you and the CITY must each deliver to the other (with copies to the CITY ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

CITY OF OCALA

(Owner)

By: _____
(Authorized Signature)

(Title)

Copy to Engineer

EJCDC No. 1910-22 (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

OWNER: CITY OF OCALA
PROJECT: _____
PROJECT NO: _____
SYSTEM: _____

I hereby certify that the above referenced system has been:

- _____ Installed in accordance with manufacturer's recommendations.
- _____ Inspected, checked, serviced, and adjusted.
- _____ Electrical and mechanical connections meet applicable codes and safety standards.
- _____ System has been performance tested and meets or exceeds specified requirements.

Comments: _____

I, the Manufacturer's Representative, hereby certify that I am authorized to make recommendations required to assure that the equipment furnished is complete and operational. I certify that all information contained herein is true and accurate.

Date: _____

Manufacturer: _____

By: (Manufacturer's Authorized Representative) _____

FINAL RELEASE OF LIENS

WHEREAS WE, THE SUBSCRIBERS, have erected and furnished materials for the construction, lying and being in Marion County, State of FLORIDA, and described as follows:

PROJECT NAME	BID NO.
--------------	---------

owned by the CITY OF OCALA,

and have agreed to release all liens which we, or any or either of us have, or might have on the said premises by reason of the materials furnished, or work performed thereon;

NOW THEREFORE WE, the subscribers, for and in consideration of the premises, hereby acknowledge, have remised, released and forever quit-claim unto the said CITY all and all manner of liens, claims and demands whatsoever which we, or either of us now have, or might or could have, on or against the said premises for work done or for material furnished, and also for all work or material which may hereafter be done or furnished, on the said premises, or therewith, howsoever; so that the said CITY shall or may have, hold and enjoy the said premises free and discharged from all liens, claims, and demands whatsoever, which we, or either of us, now have, or might or could have on or against the said premises if these presents had not been made. We, the subscribers, severally warrant that all laborers employed by us or any of us upon the above described premises have been fully paid, and that none of such laborers have any claim, demand or lien against said property, and further warrant that no chattel mortgage, condition sale or retention of title contract has been given or executed by any of the subscribers, hereto, for or in connection with any material, fixtures, machinery, appliances or furnishings, and we further warrant that we or any of us have not assigned, pledged or hypothecated any claims or rights to payment due us hereunder, and that we, or any of us, have full right and authority to execute this release and waiver of lien.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date written.

DATE:	_____
CONTRACTOR:	_____
BY:	_____
PRINT:	_____
TITLE:	_____
TYPE OF SERVICES:	_____
AMOUNT OF SERVICES RENDERED:	\$ _____

STATE OF FLORIDA }
COUNTY OF _____ }

I, _____, being first duly sworn on oath, depose and say that the persons, firms and corporations who have executed the above **RELEASE** are all the persons, firms and corporations who have furnished, or are under contract to furnish, services, labor or materials in the construction or repair of the premises described in the above **FINAL RELEASE OF LIENS**. This affidavit is made with full knowledge of the Statutes of Florida and the penalties provided therein.

Signature, General Contractor

Printed Name

STATE OF FLORIDA
COUNTY OF MARION

Sworn to (or affirmed) and subscribed before me this ____ day of _____, ____ by _____.

(Signature of Notary Public)

(Print, type, or stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification produced: _____

CERTIFICATION OF LIENS PAID

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public, in and for the County and

State aforesaid, do hereby certify that _____
personally appeared before me in my said County this day and after being duly sworn by me,
did depose and say they have completed the Contract entitled **BID NO. ITB 13-018 – West
Ocala Priority Project (NW Martin Luther King Jr Avenue & NW 4th Street)**, for the City
of Ocala, Florida, and the said CONTRACTOR has paid for all wages and materials due,
including those of subcontractors, which were furnished for the construction of said Contract,
and has paid all damages and claims whatsoever, including claims by reason of the manner of
construction, and there are no unpaid claims whatsoever upon account thereof.

Witness	Signature of Deponent
Print	Print

Witness

Print

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, ____ by
_____.

(Signature of Notary Public)

(Print, type, or stamp Commissioned Name of
Notary Public)

Personally Known **OR** Produced Identification

Type of Identification produced: _____

EJCDC No. 1910-22 (1996 Edition)

CITY OF OCALA, FLORIDA
STATEMENT OF
“NO BID”

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO: CITY OF OCALA, PURCHASING DEPARTMENT, ATTN: PURCHASING AGENT, 110 SE WATULA AVE – 3rd FLOOR OCALA, FL 34471

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR INVITATION TO BID ITB 13-018 OPENING _____, FOR _____ FOR THE FOLLOWING REASON(S):

- _____ SPECIFICATIONS ARE TOO “TIGHT”, I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN REASON BELOW).
- _____ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.
- _____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.
- _____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET SPECIFICATIONS.
- _____ UNABLE TO MEET BOND REQUIREMENTS.
- _____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- _____ COMPETITION RESTRICTED BY PRE-APPROVED CITY OF OCALA STANDARDS.
- _____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

WE UNDERSTAND THAT IF THIS “NO BID” LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDER’S FOR THE CITY OF OCALA FOR FUTURE PROJECTS OR COMMODITIES.

COMPANY NAME

ADDRESS

SIGNATURE AND TITLE

TELEPHONE NUMBER

DATE

APPENDIX

- Project Sign
- Project Sign Construction Detail
- Paveway Systems Product Information

YOUR TAXES AT WORK

**WEST OCALA PRIORITY PROJECT
NW MARTIN LUTHER KING JR. AVE
& NW 4th STREET
CITY OF OCALA, FLORIDA**



Find your place

CITY COUNCIL:

Suzy Heinbockel

DISTRICT 1

Mary S. Rich

DISTRICT 2

Jay Musleh

DISTRICT 3

John McLeod

DISTRICT 4

Daniel Owen

DISTRICT 5

KENT GUINN

MAYOR

CITY OF OCALA

ENGINEERING

DEPARTMENT

CONTRACTOR

(NAME)

PROJECT COST

(BID AMOUNT)

START DATE

(MONTH - DAY, YEAR)

COMPLETION DATE

(MONTH - DAY, YEAR)

FOR PROJECT INFORMATION CONTACT:

CITY OF OCALA ENGINEERING DEPARTMENT

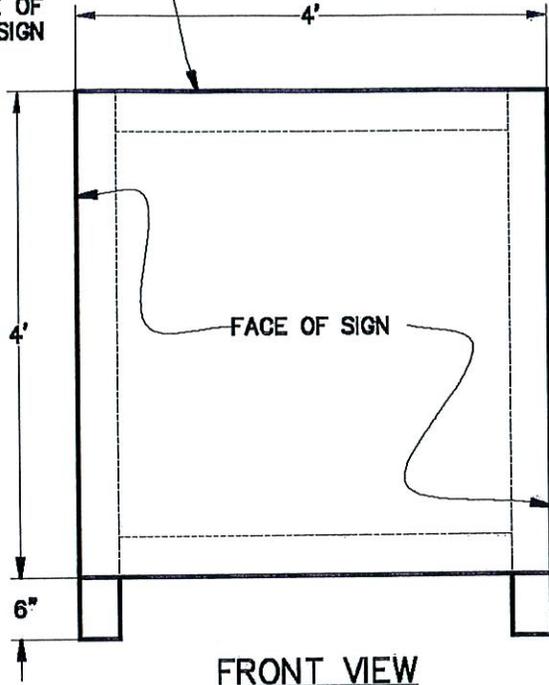
352-629-8521

PROJECT SIGN CONSTRUCTION DETAIL

2"x4" WOOD FRAME
SCREWED TO THE
BACK SIDE OF
PLYWOOD SIGN

NOTE:

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



HINGE SIGNS TOGETHER AT TOP
TO ALLOW THEM TO BE FOLDED
TOGETHER FOR PORTABILITY

3/4" MARINE PLYWOOD FACE

3/4" MARINE PLYWOOD FACE

60°

BOTTOM OF
PLYWOOD FACE

6"

SIDE VIEW

WOOD OR METAL BRACE ON BOTH
SIDES THAT CAN BE DETACHED OR
BROKEN DOWN TO ALLOW SIGNS TO
FOLD TOGETHER FOR PORTABILITY

2"x4" WOOD FRAME



Paveway Systems, Inc.
2330 Success Drive
Odessa, FL 33556
Phone: 727.372.5800
Fax: 727.372.5887
www.pavewaysystems.com

Paveway STS™ Specifications

Florida Department of Transportation (FDOT)
Section 523: S523, Patterned - Textured Pavement
Qualified Product List (QPL) Certification No.: S523-0003

Objective

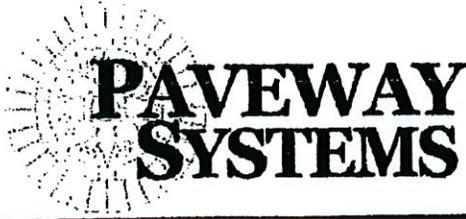
Paveway Stone-Thermo-Set (STS™) is a product originally developed as a brick paver alternative. The alternative was sought due to the substantial installation time, cost and undesirable maintenance considerations of brick pavers. FDOT section 523 was developed to create a standardized alternative to the use of brick pavers in the roadways of Florida.

Placement

Paveway STS will provide a durable, skid resistant surface for pedestrian safety, traffic calming influences and aesthetic value. Some of the applications of STS include, but are not limited to: crosswalks, intersections, sidewalks, speed humps, schools zones, parking areas, entryways, bike lanes, store fronts, neighborhood and business entryways, driveways, handicap ramps.

Development

Develop a long lasting brick alternative or variable pattern system at a reduced cost. Paveway STS meets or exceeds the Florida DOT Specification 523 Qualified Products List. The aggregate infused process achieves exceptional friction test ratings, providing surface for both traffic and pedestrians. Paveway STS will visually enrich and complete any landscape environment.



Paveway Systems, Inc.
2330 Success Drive
Odessa, FL 33556
Phone: 727.372.5800
Fax: 727.372.5887
www.pavewaysystems.com

Installation

Installation is to take place on a fully cured substrate. For asphalt surfaces, full cure is 14 days. For concrete surfaces, full cure is 28 days.

Surface preparation is to be done mechanically, not chemically. Means of mechanic surface preparation include brooms, high powered blower, oil-free compressed air, pressure washing (with appropriate drying time), diamond grinding or shot blasting. Heating an asphalt substrate with the intention to soften the surface is not allowed.

Templates, in selected pattern, are to be aligned and joined together using appropriate adhesives.

Installation can proceed when surface temperatures are 55 degrees F and rising. The binder is to be spread over the template to an average thickness of 50 mils. Immediately after the binder is spread, begin broadcasting selected aggregate to the point of rejection and the binder is fully infused.

Cure time will vary and the area can be opened for traffic between 1-3 hours after completion. Before fully cured, sweep off excess aggregate and remove the templates, revealing the selected pattern. Upon full cure, sweep or scrape the area aggressively to remove any remaining loose aggregate.

Data

Paveway STS is a 100% solids, thermo set binder. It is solvent-free, low modulus, bonding agent. It is topped, and imbedded into, with angular aggregates that exhibit a high polished stone value (PSV). Through color, high polished stone value aggregate should have a nominal size ranging from .04 mils to .125 mils.

Installed thickness of Paveway STS is 5/32" nominal above substrate.

Paveway STS exhibits FN40R frictional performance values in excess of 65 after initial installation and in excess of 45 after a period of 30 months.



WEST OCALA PRIORITY PROJECT

NW MARTIN LUTHER KING JR. AVE & NW 4th STREET

ITB NO. 13-018



GENERAL NOTES

- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF OCALA STANDARD SPECIFICATIONS VOLUME I, "GENERAL CONDITIONS FOR CONSTRUCTION" AND FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATION FOR ROAD & BRIDGE CONSTRUCTION (LATEST EDITION)", AND VOLUME III, "STANDARD SPECIFICATIONS FOR WATER & SEWER CONSTRUCTION", AND FDOT DESIGN STANDARDS 2012.
- CONTRACTOR SHALL PROVIDE ACCESS TO ALL RESIDENCES AND BUSINESSES DURING THE ENTIRE CONSTRUCTION PERIOD.
- ALL MANHOLE COVERS, VALVE BOX COVERS AND OTHER COVERS SHALL BE ADJUSTED AS NEEDED, CONTRACTOR SHALL ADJUST PRIOR TO LAYING FINAL ASPHALT OR CONCRETE COURSE.
- WHEN OPERATING OUTSIDE CITY OF OCALA RIGHT OF WAY, THE CONTRACTOR SHALL GIVE PROPER NOTIFICATION AND OBTAIN WRITTEN PERMISSION FOR THE TEMPORARY RIGHT OF ENTRY FROM THE OWNER OF EACH PARTICULAR PROPERTY.
- ALL EXISTING UNDERGROUND UTILITIES AND FACILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, OTHER STRUCTURES AND OBSTRUCTIONS BOTH ABOVE & BELOW GROUND SURFACE. ALL DAMAGES RESULTING FROM THE CONTRACTORS FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT HIS EXPENSE.
- ANY REQUIRED ADJUSTMENT ON TELEPHONE AND GAS LINES DURING CONSTRUCTION SHALL BE DONE BY OTHERS.
- THE CONTRACTOR SHALL IMMEDIATELY RE-INSTALL ALL SIGN/S THAT HAVE BEEN REMOVED OR RELOCATED, AT THE PROPER HEIGHT AND DISTANCE.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF OCALA TRAFFIC DIVISION 48 HOURS IN ADVANCE OF ANY WORK. CONTACT INFORMATION: NOEL COOPER @ (352) 351-6708.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION. ALL MAINTENANCE OF TRAFFIC SHALL CONFORM TO THE "FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS" AND "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD).

ENVIRONMENTAL REQUIREMENTS

NOTICE TO CONTRACTORS:

THE CITY OF OCALA OPERATES UNDER A FDEP NPDES 'GENERAL PERMIT' THAT REQUIRES THE CITY AND, IN TURN, ITS CONTRACTORS TO FOLLOW CERTAIN ENVIRONMENTAL PRACTICES AND PROCEDURES TO PREVENT THE POLLUTION OF THE CITY'S GROUNDWATER AND STORMWATER SYSTEM.

EROSION & SEDIMENT CONTROLS - STABILIZATION PRACTICES:

CONTRACTOR SHALL:

- LIMIT AREAS OF DISTURBANCE TO ONLY THAT REQUIRED FOR NEAR TERM CONSTRUCTION ACTIVITIES.
- PROMPTLY INSTALL PERMANENT SOD ON ALL AREAS DISTURBED BY CONSTRUCTION AS WORK IS COMPLETED.
- TEMPORARILY STABILIZE ALL WORK AREAS THAT CANNOT BE PERMANENTLY SODDED WITH ACCEPTABLE METHODS SUCH AS HAY BALES, STRAW MULCH, ETC., OR AS MAY BE APPROVED BY THE CITY.

EROSION & SEDIMENT CONTROLS - STRUCTURAL PRACTICES:

CONTRACTOR SHALL:

- HAVE READILY AVAILABLE AND PROMPTLY INSTALL AS NEEDED OR AS DIRECTED BY THE CITY:
 - 'SILT FENCE' (CITY STANDARD OR FDOT INDEX 102 TYPE III FENCE).
 - 'STORM INLET PROTECTION' (ACF ENVR.).
 - 'FLOATING TURBIDITY BARRIER' (FDOT INDEX 103).
 - 'TEMPORARY CONSTRUCTION GRAVEL ENTRANCE' (CITY STANDARD OR FDOT INDEX 106).
 - 'CONSTRUCTION BARRIER FENCE' (CITY STANDARD).

- REGULARLY REMOVE ACCUMULATED SEDIMENT FROM STREET SURFACES/GUTTERS, SWALES AND STORM INLETS.

HAZARDOUS, SANITARY AND CONSTRUCTION WASTE MATERIALS:

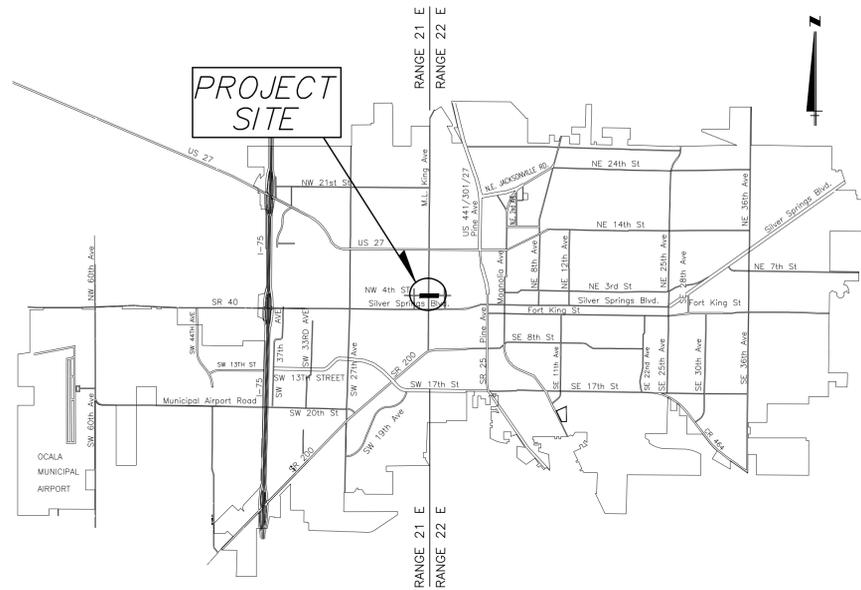
CONTRACTOR SHALL:

- HANDLE, COLLECT AND DISPOSE OF HAZARDOUS MATERIALS, SANITARY WASTE AND CONSTRUCTION WASTE MATERIALS ACCORDING TO THE APPLICABLE STATE LAWS AND REGULATIONS, CITY ORDINANCES, OR AS DIRECTED BY THE CITY.
- DESIGNATE AN AREA FOR DISCHARGE OF SURPLUS CONCRETE AND CONCRETE TRUCK DRUM WASH WATER. INSTALL A CONTAINMENT BERM AROUND THIS DESIGNATED AREA TO PREVENT RUNOFF BEYOND THE DESIGNATED AREA. ALL SURPLUS CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO FINAL INSPECTION.

SPILL PREVENTION AND SPILL ('RELEASE') CONTROL PRACTICES:

CONTRACTOR SHALL:

- STORE AND USE PETROLEUM AND OTHER HAZARDOUS PRODUCTS ACCORDING TO RECOMMENDED PROCEDURES.
- FOLLOW GOOD HOUSEKEEPING PRACTICES TO MINIMIZE THE RISK OF SPILLS OR UNINTENDED EXPOSURE OF PETROLEUM AND OTHER HAZARDOUS MATERIALS TO STORMWATER RUNOFF OR SEEPAGE INTO THE GROUNDWATER.
- HAVE PRE-PREPARED PROCEDURES CLEARLY POSTED FOR SPILL CONTAINMENT AND CLEAN-UP.
- HAVE READILY AVAILABLE REMEDIATION MATERIALS FOR SPILL CONTAINMENT AND CLEAN-UP.
- UPON RELEASE, IMMEDIATELY INITIATE RECOMMENDED METHODS FOR SPILL CONTAINMENT AND CLEAN-UP.
- WITHIN 24-HOURS OF THE SPILL/RELEASE, NOTIFY THE 'STATE WARNING POINT' (AT 1.800.320.0519 OR 1.850.413.9911) OF ALL RELEASES EQUAL TO OR EXCEEDING THE REPORTABLE QUANTITY.



**CITY OF OCALA
ENGINEERING DIVISION**

201 SE 3rd Street, 2nd Floor
OCALA, FLORIDA 34471



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER
2	CONSTRUCTION PLAN
3	TRAFFIC SIGNAL LOOPS REPLACEMENT PLAN

UTILITY COMPANIES

UTILITY COMPANY	PHONE NUMBER	EMERGENCY
EMBARQ	(352) 368-8781	(352) 622-0111
CITY OF OCALA ELECTRIC	(352) 351-6620	611
CITY OF OCALA WATER/SEWER	(352) 629-8521	(352) 351-6775
COX COMMUNICATIONS	(352) 337-3052	(352) 854-3333
TECO GAS	(352) 401-3428	(352) 629-9733

7			
6			
5			
4			
3	1/10/13	LATEST REVISIONS	JDV
2	12/28/12	EDIT TITLE	JDV
1	6/6/12	ADDED I.T.B. NUMBER	G.A.
NO.	DATE	REVISIONS	BY

DRAWN BY:	JDV
DESIGNED BY:	BMcB
HORIZ.:	N/A
VERT.:	N/A

PROJ.#:	12111
F.B.#:	
FILE No.:	
LAST DRAWN:	12/28/12

PREPARED BY THE
CITY OF OCALA
ENGINEERING DEPARTMENT

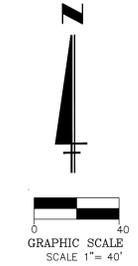
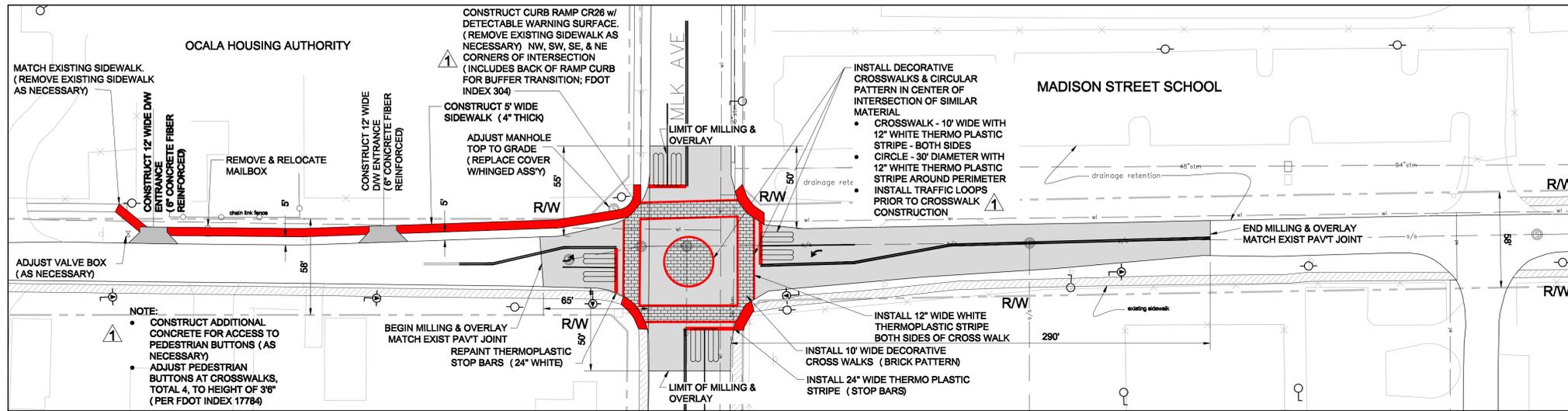
WEST OCALA PRIORITY PROJECT
NW MARTIN LUTHER KING JR. AVE & NW 4th STREET

COVER SHEET

OSCAR TOVAR, P.E.
Registered Engineer No. 64599
State of Florida, DATE:
Valid only with embossed seal.

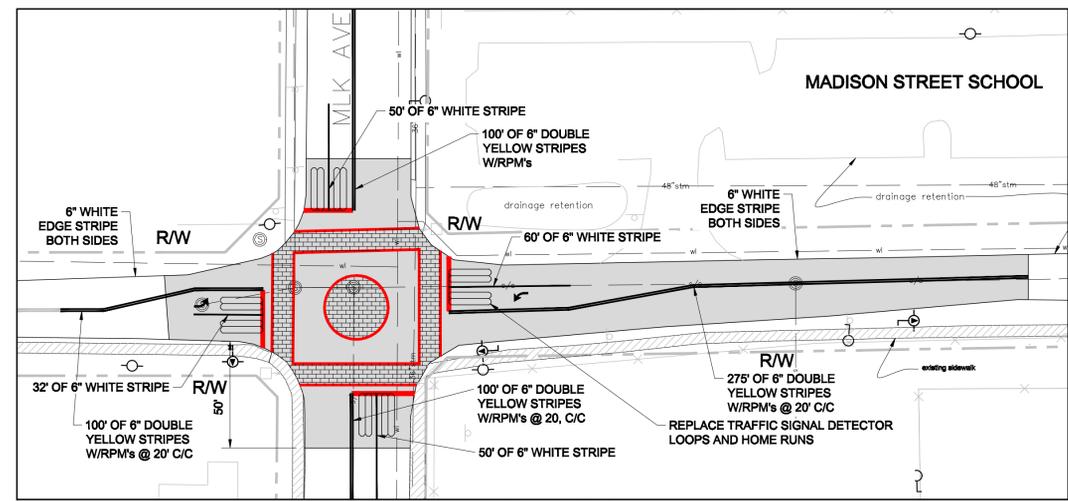
CHECKED BY:

SHT
OF
1
3



NW 4th STREET

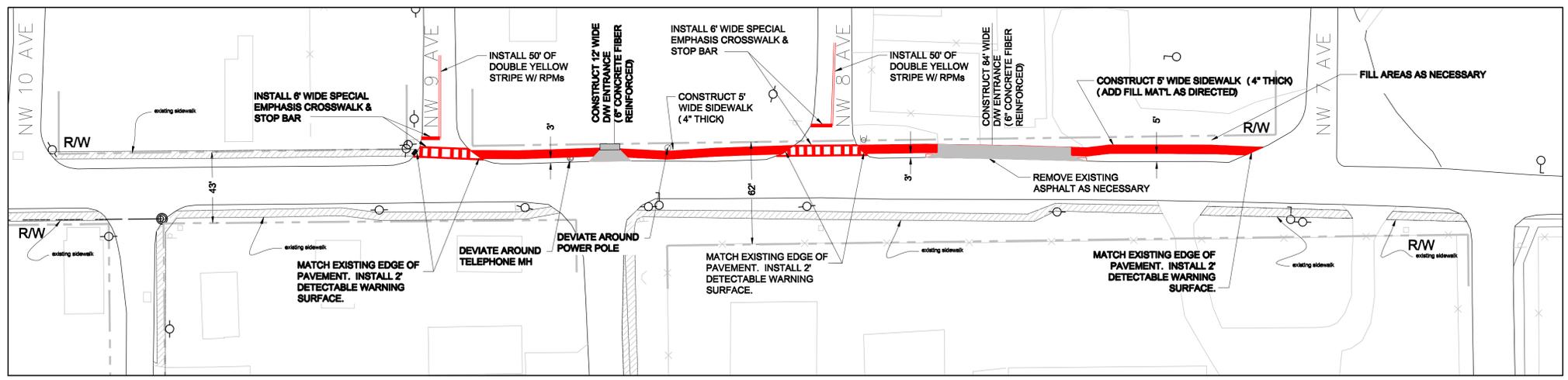
- PAVEMENT CURE**
- MILL EXISTING PAVT - 1.5" DEPTH
 - MAINTAIN CURRENT DRAINAGE
 - TACK/PRIMECOAT (INCLUDED WITH COST OF ASPHALT)
 - OVERLAY WITH SP-9.5
 - TEMPORARY STRIPING & RPMs
 - CLEAN UP
 - REPLACE TRAFFIC SIGNAL DETECTOR LOOPS & RELATED ITEMS
 - PERMANENT STRIPING TO BE INSTALLED MINIMUM 14 DAYS AFTER PAVING



- LEGEND**
- NEW SIDEWALK CONSTRUCTION
 - NEW DECORATIVE PAVEMENT PATTERN
 - MILL & OVERLAY EXISTING PAVEMENT

- NOTE:**
- COLOR OF DECORATIVE CROSSWALKS & CENTER CIRCLE SHALL BE DETERMINED AT TIME OF CONSTRUCTION
 - SANITARY SEWER MANHOLES WITHIN AREA OF PAVEMENT MILLING & OVERLAY SHALL HAVE LIDS REPLACED WITH HINGED LID ASSEMBLIES AS PART OF CONTRACT (COVERS TO BE FURNISHED BY OTHERS)
 - DISTURBED AREAS TO BE SODDED
 - FOR SIDEWALK CONSTRUCTION, SEE FDOT DESIGN STANDARDS INDEX NO. 310

**NW MLK JR. AVE & NW 4th STREET
TRAFFIC MARKING SKETCH**



- LEGEND**
- UTILITY POWER POLE
 - LIGHT POLE
 - STREET SIGN
 - SANITARY MANHOLE
 - STORM MANHOLE
 - S/S SANITARY SEWER
 - W/L WATER LINE

NW 4th STREET

7.	
6.	
5.	
4.	
3.	
2.	
1.	1/10/13 EDITED RAMP CALLOUTS & ADDED NOTES
NO.	DATE
	REVISIONS
	JDV
	BY

DRAWN BY:	JDV/ G.A.
DESIGNED BY:	MIKE DANIELS
HORIZ.:	1" = 40'
VERT.:	N/A
PROJ.#:	12111
F.B.#:	
FILE No.:	PEND RD
LAST DRAWN:	12/28/12

PREPARED BY THE
CITY OF OCALA
ENGINEERING DEPARTMENT

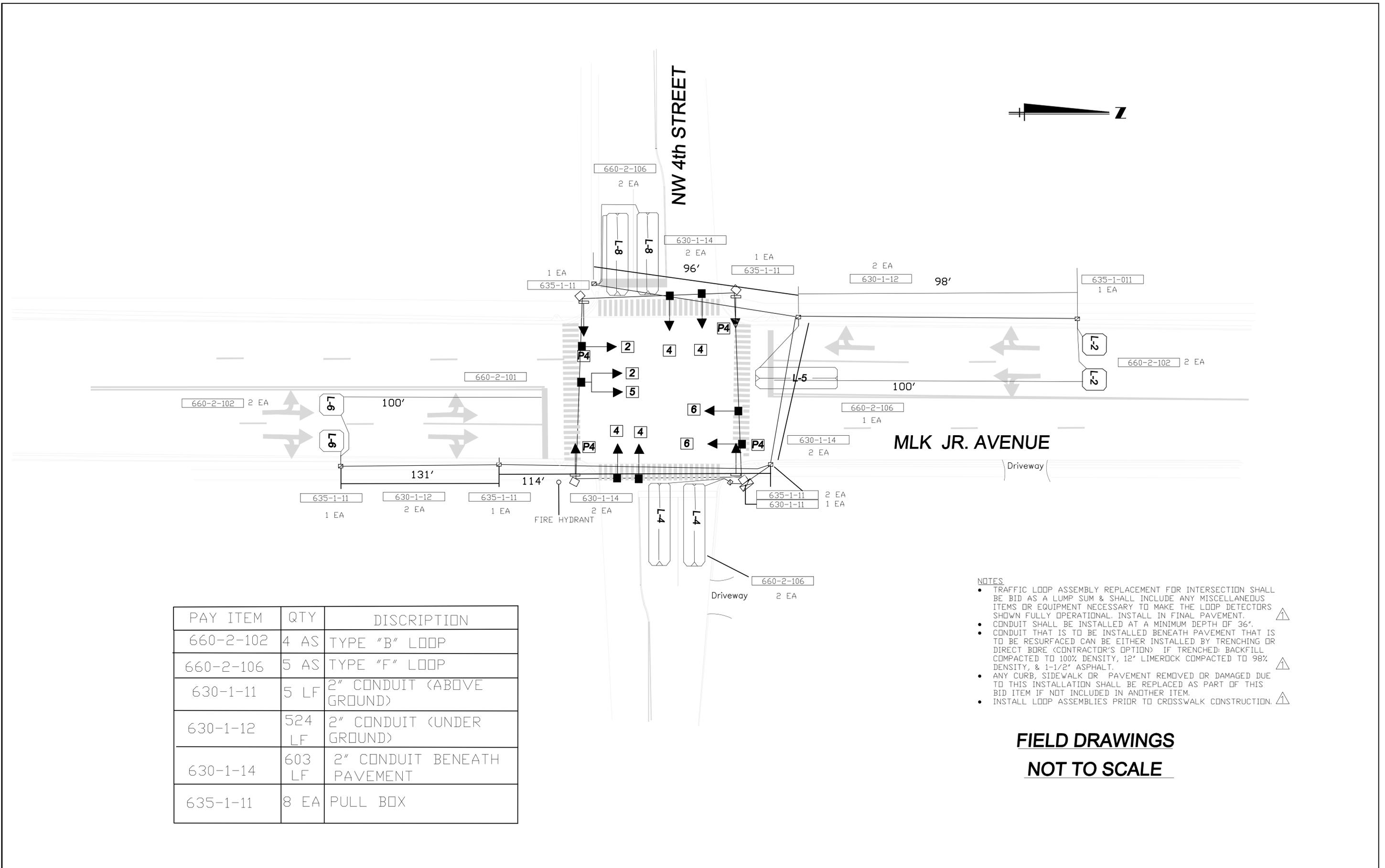
WEST OCALA PRIORITY PROJECT
NW MARTIN LUTHER KING JR. AVE & NW 4th STREET

NW 4th STREET SIDEWALK

OSCAR TOVAR, P.E.
Registered Engineer No. 64599
State of Florida, DATE: _____
Valid only with embossed seal.

CHECKED BY
DATE

SHT
OF
2
3



PAY ITEM	QTY	DISCRIPTION
660-2-102	4 AS	TYPE "B" LOOP
660-2-106	5 AS	TYPE "F" LOOP
630-1-11	5 LF	2" CONDUIT (ABOVE GROUND)
630-1-12	524 LF	2" CONDUIT (UNDER GROUND)
630-1-14	603 LF	2" CONDUIT BENEATH PAVEMENT
635-1-11	8 EA	PULL BOX

NOTES

- TRAFFIC LOOP ASSEMBLY REPLACEMENT FOR INTERSECTION SHALL BE BID AS A LUMP SUM & SHALL INCLUDE ANY MISCELLANEOUS ITEMS OR EQUIPMENT NECESSARY TO MAKE THE LOOP DETECTORS SHOWN FULLY OPERATIONAL. INSTALL IN FINAL PAVEMENT. ⚠
- CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36".
- CONDUIT THAT IS TO BE INSTALLED BENEATH PAVEMENT THAT IS TO BE RESURFACED CAN BE EITHER INSTALLED BY TRENCHING OR DIRECT BORE (CONTRACTOR'S OPTION) IF TRENCHED; BACKFILL COMPACTED TO 100% DENSITY, 12" LIMEROCK COMPACTED TO 98% DENSITY, & 1-1/2" ASPHALT. ⚠
- ANY CURB, SIDEWALK OR PAVEMENT REMOVED OR DAMAGED DUE TO THIS INSTALLATION SHALL BE REPLACED AS PART OF THIS BID ITEM IF NOT INCLUDED IN ANOTHER ITEM.
- INSTALL LOOP ASSEMBLIES PRIOR TO CROSSWALK CONSTRUCTION. ⚠

**FIELD DRAWINGS
NOT TO SCALE**

<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>7</td><td></td></tr> <tr><td>6</td><td></td></tr> <tr><td>5</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>1</td><td>1/10/13</td></tr> <tr><td>NO.</td><td>DATE</td></tr> </table>	7		6		5		4		3		2		1	1/10/13	NO.	DATE	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>DRAWN</td><td>SCALE</td></tr> <tr><td>DESIGNED</td><td>HORIZONTAL</td></tr> <tr><td>CHECKED</td><td>VERTICAL</td></tr> <tr><td>CHECKED</td><td>DATE</td></tr> <tr><td>FILE BK:</td><td>12/28/12</td></tr> <tr><td>FILE NO:</td><td>COMP NO: 12111004</td></tr> </table>	DRAWN	SCALE	DESIGNED	HORIZONTAL	CHECKED	VERTICAL	CHECKED	DATE	FILE BK:	12/28/12	FILE NO:	COMP NO: 12111004	<p>PREPARED BY THE CITY OF OCALA ENGINEERING DEPARTMENT</p>	<p>WEST OCALA PRIORITY PROJECT NW MARTIN LUTHER KING JR. AVE & NW 4th STREET</p>	<p>TRAFFIC SIGNAL LOOPS REPLACEMENT PLAN</p>	<p>SHT 3 OF 3</p>
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Title: SHIP Annual Report

Report Status: Unsubmitted

Ocala FY 2013/2014

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Rehabilitation	\$90,696.24	3	\$6,744.53	1		
Homeownership Totals:		\$90,696.24	3	\$6,744.53	1		

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							

Subtotals: \$90,696.24 3 \$6,744.53 1

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative		\$1,000.00	
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Totals: \$90,696.24 3 \$7,744.53 1 \$0.00

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$97,996.00
Program Income (Interest)	\$444.77
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$0.00
Total:	\$98,440.77

*** Carry Forward to Next Year: \$0.00**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
-------------	------	-------	-------	-------	-------

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$90,696.24	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$90,696.24	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$90,696.24	\$97,996.00	92.55%	65%
Construction / Rehabilitation	\$90,696.24	\$97,996.00	92.55%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$50,198.49			\$50,198.49	50.99%
Very Low	\$40,497.75			\$40,497.75	41.14%
Low		\$6,744.53		\$6,744.53	6.85%
Moderate				\$0.00	.00%
Totals:	\$90,696.24	\$6,744.53	\$0.00	\$97,440.77	98.98%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$50,198.49			2	\$50,198.49	2
Very Low	\$40,497.75			1	\$40,497.75	1
Low					\$0.00	0
Moderate					\$0.00	0
Totals:	\$90,696.24	0	\$0.00	3	\$90,696.24	3

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
		2	1			3
Totals:		2	1			3

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
				2	1	3
Totals:				2	1	3

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
		2	1		3
Totals:		2	1		3

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
		1	2					3
Totals:		1	2					3

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Special Needs	Special Needs	Total
			1		1			2
Totals:			1		1			2

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units

Expended Funds

\$90,696.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Rehabilitation	Ponder, Ella	1847 SW 1 Street	Ocala	34475	\$40,497.75	<input type="checkbox"/>
Rehabilitation	Hammond, Sherry	618 NW 7 Ave	Ocala	34475	\$34,123.49	<input type="checkbox"/>
Rehabilitation	Edwards, Dennis	627 SE 24 Street	Ocala	34471	\$16,075.00	<input type="checkbox"/>

Ocala 2013 Interim-2

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
3	Rehabilitation	\$34,123.49	1		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
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REVITALIZATION STRATEGIES DEPARTMENT

City of Ocala
Consolidated Annual
Performance & Evaluation
Report

FY 13/14

PREPARED BY KIMLYN CONSULTING L.L.C.

TABLE OF CONTENTS

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Executive Summary

Introduction

This Consolidated Annual Performance and Evaluation Report (“CAPER”) covering the period from October 1, 2013 to September 30, 2014, represents the fifth and final year of the City’s 2009-2014 Consolidated Plan (“Consolidated Plan”). This CAPER reflects the goals and objectives stated in the Marion County/City of Ocala Five-Year Consolidated Plan (“Consolidated Plan”) for Fiscal Years 2009 to 2014 and the progress being made in completing housing and non-housing activities identified in the PY2013-2014 Fifth-Year Annual Action Plan (“Action Plan”).

The City of Ocala is a unit of local government and an entitlement grantee of U.S. Department of Housing and Urban Development (“HUD”) for funds that include Community Development Block Grant (“CDBG”) and HOME Investment Partnerships Program (“HOME”) funds. The City of Ocala participates in the Marion County HOME Consortia, of which Marion County is the lead agency responsible for the preparation of the HOME CAPER. City accomplishments for HOME activities are reported within this CAPER and also in Marion County’s PY 13/14 CAPER.

Available for Public Comment December 15, 2014 (15 day comment period)

Submitted on December 29, 2014 to:

U.S. Department of Housing and Urban Development

Community Planning & Development Representative

400 West Bay Street

Jacksonville, FL 32202

Submitted by:

City of Ocala Revitalization Strategies

201 SE Third Street

Ocala, FL 34471

(352) 629-8310

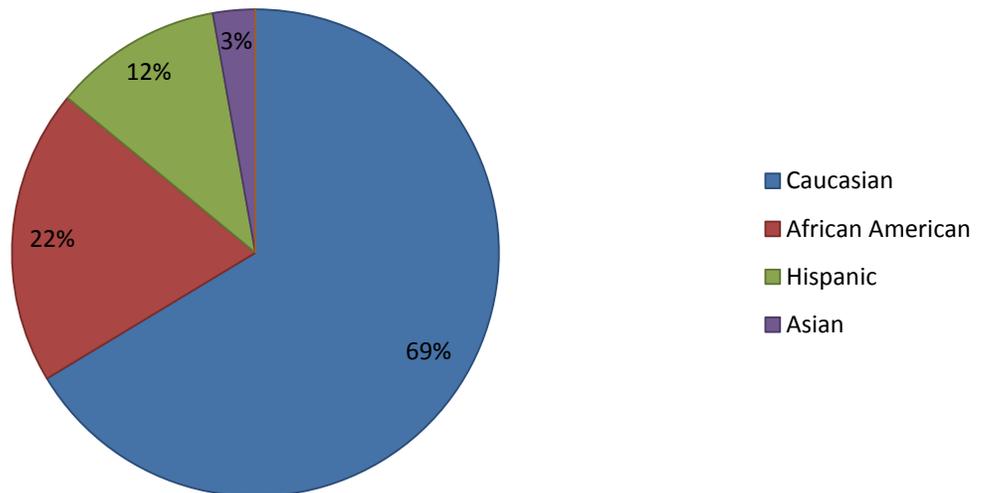
Jurisdictional Background

The City of Ocala is located in North Central Florida within Marion County. As of 2013 the City's population was recorded at approximately 57,104. Though the City of Ocala has a diverse population it is mainly comprised of White/Caucasian residents representing 69% of the population.

The primary racial makeup of Ocala's population is 69% Caucasian, 12% Hispanic, 22% African American, and 3% Asian. An additional 2% classified themselves as more two or more races. Recognizing the racial and ethnic composition of a community can help to address impediments to fair housing such as language barriers and allows a community to properly address housing discrimination based on race.

Racial Composition

*Data from 2012 Census



Being aware of the income profile for the City of Ocala is an important factor that can help identify the needs of low-and moderate-income persons and reveal income trends leading to poverty in specific target areas throughout the community. Income is directly related to increasing housing opportunity. Ocala's median household income is \$33,426. Approximately 24% of Ocala's population is below the poverty level. Female-headed households with children under 18 living below poverty accounted for 51% of the population. Families with children under 18 made up 33% of the population in poverty and 11% of persons in poverty were 65 years or older.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

This is a summary of the City of Ocala's performance in meeting its housing and community development goals, strategies and objectives during PY 13/14. Focused on furthering the five-year strategic objectives; the City of Ocala had successful results in pursuing these objectives.

City accomplishments, by activity, that benefit low and moderate-income persons are as follows:

- ✓ Housing rehabilitation/reconstruction: 47 units
- ✓ Homeowner purchase assistance: 3 persons
- ✓ Acquisition: 1 title search complete
- ✓ Clearance and Demolition: 3 properties

Major Initiatives/Accomplishments

The City of Ocala has expended 100% of its PY 13/14 allocation for decent housing and 58% of its 13/14 allocation for suitable living activities. The City of Ocala has made significant strides in meeting strategic plan objectives in PY 2013. During PY 13/14, Ocala expended an estimated \$604,984 on activities meeting its strategic plan objectives of providing decent housing and a suitable living environment. In PY 13/14, Ocala was able to fund projects that directly addressed specific strategic plan objectives including:

Housing - \$1,090,616 (includes 12/13 carry forward)

2013 Projects

- Housing Rehabilitation
- Homeowner Purchase Assistance

Strategic Plan Objectives Addressed

- Provide purchase assistance with homebuyer education.
- Rehabilitate sub-standard owner-occupied housing to include removal of architectural barriers.
- Rehabilitation or construction of affordable units.

Suitable Living Environment - \$20,000

2013 Projects

- Acquisition
- Clearance and Demolition

Strategic Plan Objectives Addressed

- Public Facilities and Infrastructure - Rehabilitate or construct public facilities serving primarily low income people and provide infrastructure improvements in primarily low income areas to alleviate gaps and underserved needs and to provide equitable service delivery and living environments.

The City met citizen participation requirements by conducting extensive public outreach including two public hearings, a 30-day public comment period on the 2013 Action Plan, and council approval of recommended 2013 program activities and the final budget. The City coordinated with local non-profits and other organizations in the implementation of its programs to ensure the greatest impact in addressing community needs. In PY 13/14, Ocala allocated funds for housing and community revitalization activities targeted at assisting low-and moderate-income persons.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Goal	Category	Source / Amount Allocated	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Housing Rehabilitation	Affordable Housing	CDBG: \$424,961 HOME: \$655,655	Homeowner housing rehabilitated	Households Assisted	225	217	96.0	40	47	100.0
Homeowner Purchase Assistance	Affordable Housing	HOME: \$10,000	First-time homebuyers assisted	Households Assisted	50	22	44.0	10	3	30.0
Acquisition	Suitable Living	CDBG: \$10,000	Provision of a Suitable Living Environment	Properties Acquired	2	5	100.0	0	0	100.0
Clearance and Demolition	Suitable Living	CDBG: \$10,000	Provision of a Suitable Living Environment	Properties Assisted	10	5	50.0	2	3	100.0

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG/HOME
Race:	
White	9
Black or African American	44
Asian	1
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Other Multi-Racial	1
Ethnicity:	
Hispanic	1
Not Hispanic	54
Total	55

Table 2 – Table of assistance to racial and ethnic populations by source of funds

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

During the course of PY 13/14, the City of Ocala received a cumulative total of \$616,967 of entitlement resources (HOME and CDBG). The City also had available \$589,306 in PY 12/13 CDBG and HOME funds that were carried forward. The total amount of HUD funds available for PY 13/14 was \$1,206,273. The City also had available \$105,633 of State SHIP funding.

This CAPER reports on the City of Ocala's housing and non-housing community development accomplishments that encompassed utilization of CDBG and HOME funds, and other state or federal funds, as applicable. This CAPER reports on funds allocated/expended from PY 13/14 and may also include some projects allocated in PY 12/13 that are reporting expenditures or accomplishments during PY 13/14.

Available Resources/Expenditures

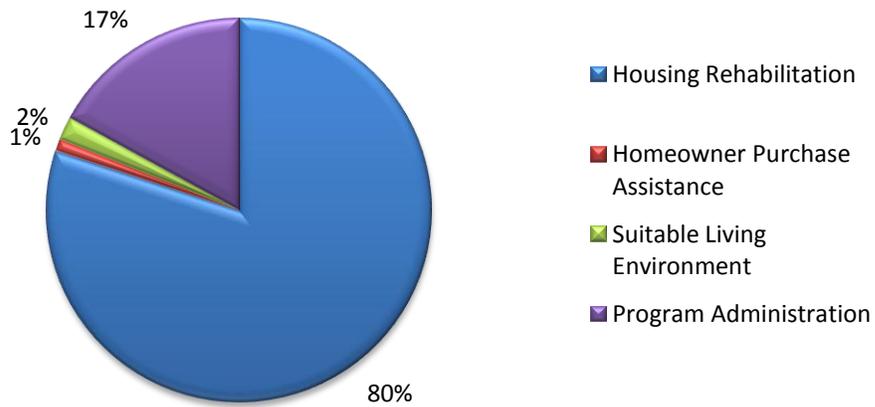
Source of Funds	Source	Expected Amount Available	Actual Amount Expended Program Year 13/14
CDBG	Federal	\$ 538,794	\$ 445,651
HOME	Federal	\$ 667,479	\$ 159,333
SHIP	State	\$ 105,633	\$153,148

Table 3 – Resources Made Available

City of Ocala Allocations

The City of Ocala service area includes block groups 14.01 (2) and (3), census tracts 17 and 18, and census tract 20.02, which have above average levels of minorities and/or low income residents. The City utilizes 100% of its federal allocations to benefit low and moderate-income target areas within the City.

CDBG/HOME Allocations % by Activity



PY 13/14 CDBG & HOME Projects/Expenditures

Project	PY 13/14 Allocations	PY 13/14 Expenditures	% Expended
CDBG			
Housing Rehabilitation	\$ 424,961	\$ 347,384	82.0
Acquisitions	\$ 10,000	\$ 680	7.0
Clearance and Demolition	\$ 10,000	\$ 10,950	100.00
HOME			
Homeowner Purchase Assistance	\$10,000	\$15,000	100.0
Housing Full Rehabilitation/Reconstruction	\$655,655	\$144,333	22.0

- Does not include carry forward funds from 12/13.

Geographic Distribution and Location of Investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Ocala	100.00	100.00	Implement housing and community development activities city-wide to support the national objectives of providing decent affordable housing, a suitable living environment, and economic opportunity.

Table 4 – Identify the geographic distribution and location of investments

The City of Ocala primarily funds activities benefitting census block groups 14.01 (2) and (3), census tracts 17 and 18, and census tract 20.02, which have above average levels of minorities and/or low income residents. The map below demonstrates primary CDBG target areas and minority concentrations.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied.

The City leveraged other sources of funding when possible to supplement CDBG projects and provide maximum assistance in meeting community needs. Most programs use other funds to leverage the limited state and Federal funds. The City's SHIP program offers down-payment and closing cost assistance, with lender's mortgage funds providing the bulk of the housing investment. Community Development Block Grant funds are usually used in conjunction with other funding.

Match Requirements

HOME Match

The HOME program requires a 25% local match for any HOME funds drawn. The State of Florida has the State Housing Initiative Partnership (SHIP) Program that local entitlement counties and cities are able to use as match for HOME. Marion County and the City of Ocala had designated SHIP as their local match for HOME and HOME "look-alike" activities were banked as match. SHIP Mortgage Loan Agreements provide for the recapture of funds in accordance with HOME requirements. Recaptured funds will be designated as HOME Funds for future expenditures. CHDO's are required to provide match for their projects.

CDBG Match

Although there is no official match requirement in the CDBG program, in most cases, other funds, such as private funds received through donors or fund raising activities, commercial loans, tax funds, and construction materials donated labor, are used to supplement and defray project costs.

How any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Not Applicable.

Program Income

FY 13/14 Program Income Report

	Program Income				
	Balance on hand at beginning of reporting period	Amount received during reporting period	Total amount expended during reporting period	Amount expended for TBRA	Balance on hand at end of reporting period
HOME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CDBG	\$0.00	\$6,549	\$0.00	\$0.00	\$6,549

Table 5 – Program Income

MBE/WBE Report

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	1	0	0	0	0	1
Dollar Amount	7,500	0	0	0	0	7,500
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Number	1	1	0			
Dollar Amount	7,500	7,500	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

Parcels Acquired	0	0				
Businesses Displaced	0	0				
Nonprofit Organizations Displaced	0	0				
Households Temporarily Relocated, not Displaced	0	0				
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 6 – Relocation and Real Property Acquisition

Typically, the City of Ocala does not utilize CDBG or HOME funds for activities that involve displacement. However, the City does utilize CDBG and HOME funding for housing rehabilitation, acquisition, and demolition and clearance. For activities that involve acquisition, rehabilitation, or demolition of occupied real property, the City ensured to take actions to minimize displacement including:

- ✓ Evaluating each project to ensure owners and tenants do not incur financial burden; and
- ✓ Assisted in identifying temporary relocation facilities.

The City maintains compliance with the Uniform Relocation Act, HUD regulations, and the current Residential Anti-Displacement and Relocation Assistance Plan in place.

As part of its Consolidated Plan under 24 CFR, Part 91, the City must certify that it has in effect and is following a Residential Anti-displacement and Relocation Assistance Plan (RARAP). The plan shall indicate steps that will be taken to minimize the displacement of families and individuals from their homes and neighborhoods as a result of federally assisted activities. The plan is required to provide one-for-one replacement units to the extent required.

The City has a RARAP developed in accordance with the Department of Housing and Urban Development (HUD) regulations at 24 CFR 42.325 and with Section 104(d) of the Housing and Community Development Act of 1974 (HCD Act of 1974), as amended. The City will comply with all federal regulations governing anti-displacement and relocation assistance.

The City's Anti-Displacement Plan states the following:

- Consistent with the goals and objectives of 24 CFR Part 570.606 and Part 92.353, the City of Ocala hereby commits to making all reasonable efforts to ensure activities undertaken with Federal funds will not cause unnecessary displacement or relocation of persons (families, individuals, businesses, non-profit organizations, and farms).
- To the maximum extent feasible, displaced persons will be provided with relocation assistance at the levels described in, and in accordance with the requirements of, 49 CFR Part 24 which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- Involuntary displacement shall be reserved as a last resort necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public.
- Voluntary displacement, whether temporary or permanent, may be necessary in order to achieve a benefit to a household or business. Such benefits must be identified and requested by the displacee. Voluntary displacement also occurs when a property owner voluntarily offers his home or business property for sale to the City of Ocala. In these cases, the seller is not entitled to relocation assistance under the Uniform Relocation Act provisions.
- 24 CFR Part 570.606 and Part 92.353, 49 CFR Part 24, HUD Handbook 1378, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and Section 104(d) of the Housing and Community Development Act of 1974 are governing documents on displacement/relocation and are incorporated by reference.

The City's Plan also outlines the following strategies:

Anti-Displacement Strategy

Although it is the intent of the City of Ocala to minimize permanent relocation for activities assisted with Federal funds, there is always the possibility that displacement will be unavoidable. For these situations, policies in this document are presented to comply with the federal requirements, and to provide affected persons with fair and reasonable assistance.

If activities are being considered which will lead to the demolition or conversion of occupied housing, all appropriate alternatives will be researched and considered prior to a displacement action.

It must be recognized that these activities are undertaken for the benefit of low and moderate income residents of the City. The residents are the reason that these projects are undertaken, and they must be provided full information and treated with courtesy and respect at all times.

If persons must be displaced as a result of assisted activities, City staff will provide assistance in order to make the move an opportunity for better housing and improved living. Displaced persons will be provided the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, or assistance in locating housing in nontraditional neighborhoods, and all payments for which they are eligible.

One-for-one Replacement Strategy

The City of Ocala will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with Federal funds. Replacement low/moderate-income units may include public housing or existing housing receiving Section 8 project based-assistance.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion and will meet the following requirements:

1. The units will be located within the local jurisdiction, and to the extent feasible and consistent with other statutory priorities, within the same neighborhood as the units replaced.
2. The units will meet all applicable local housing, building, and zoning ordinances and will be in standard or better condition. Replacement units may include units that have been raised to standard from substandard condition if:
 - A. No person was displaced from the unit as a direct result of the assisted activity, and
 - B. The unit was vacant for at least 3 months prior to execution of the agreement between the grantee and the property owner.
3. The units will be designed to remain low/moderate-income dwelling units for at least 10 years from the date of initial occupancy.
4. The units will be sufficient in size and number (functionally equivalent) to house at least the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in units shall be determined in accordance with applicable local housing occupancy codes.

5. The replacement units will not be smaller than the demolished/converted units (e.g. a 2-bedroom unit with two 1-bedroom units) unless it can be demonstrated that the proposed replacement units are consistent with the Housing Needs Assessment contained in the HUD-approved Consolidated Plan.

6. In those cases where units are found to be substandard, not suitable for rehabilitation or have been vacant for over three months, the City of Ocala is not required to provide replacement units.

Before obligating or expending federal HUD funds that will directly result in such demolition or conversion, the City of Ocala will make public for a 15 day comment period consistent with the Citizen Participation Plan and submit to the HUD Jacksonville Field Office the following information in writing:

1. A description of the proposed activity assisted;
2. The location on a service area map and the number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for commencement and completion of the demolition or conversion;
4. The location on a service area map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement units;
5. Identification of the source of funding and the time frame for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will be designed to remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
7. Information demonstrating that any proposed replacement of a unit with a smaller unit is consistent with the needs analysis contained in the HUD- approved consolidated plan; and
8. The City of Ocala is allowed to petition the HUD Field Office to waive this requirement if an analysis of the community shows sufficient LMI housing is available.

The City of Ocala will provide relocation assistance, as described in 24 CFR Part 570.606, Part 92.353 and HUD Handbook 1378 to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	NA	NA
Number of non-homeless households to be provided affordable housing units	50	50
Number of special-needs households to be provided affordable housing units	0	0
Total	50	50

Table 7 – Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	40	47
Total	40	47

Table 8 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Ocala continued to work on meeting goals identified in the 2009-2014 Consolidated Plan. Goals for PY 13/14 were either exceeded or very close to being met. The City has not drawn all funds through the end of the reporting year. However, all funds have been committed or expended as appropriate.

The greatest challenge in meeting five-year goals has proven to be lack of funding. Federal funds have continued to decrease since the beginning of the Consolidated Plan term in 2009, making it hard to meet proposed goals. Further, the current housing market and economic environment serve as barriers to meeting goals, and unemployment rates have increased adding to the number of families and individuals needing access to affordable housing. Many times the capacity to fund and implement existing or additional programs is limited.

Below demonstrates some specific challenges faced by the City of Ocala:

- ✓ Foreclosure rates and abundance of neighborhood stabilization needs.
- ✓ Increased cost per-unit for repair expenses.
- ✓ Increased unemployment rates.
- ✓ Lack of funds to address all needs.

Discuss how these outcomes will impact future annual action plans.

In lieu of challenges faced, specifically lack of funding to address all community need, the City has re-evaluated its geographic funding priorities and determined Tucker Hill to be a target area of focus. For the upcoming 2014-2018 Consolidated Plan and 2014 Annual Action Plan, the City has designated Tucker Hill as an area in need where funding will be utilized. CDBG and HOME funds will be used City wide as well, and to the fullest extent to assist in meeting goals. Leveraging efforts with public and private funding agencies will be made to supplement federal funds and increase the resources available to address community needs.

The City will take into consideration increased costs per-unit for its rehabilitation programs and adjust accomplishments accordingly for future Consolidated Plans and Action Plans.

Include the number of extremely low-income, low-income, and moderate-income households served by each activity where information on income by family size is required to determine the eligibility of the activity.

Category of Persons Served – Homebuyer Assistance	Number of CDBG/HOME Households Served	
	Renter	Owner
Extremely Low-income (0-30%)	0	3
Low-income (31-50%)	0	21
Moderate-income (51-80%)	0	23
Total	0	47

Category of Persons Served – Affordable Housing Activities	Number of CDBG/HOME Households Served	Number of ESG Persons Served
Extremely Low-income, Low-income, Moderate-income (Persons served through housing activities)	50	NA
Total	50	NA

Table 9 – Number of Persons Served

Narrative Information

The City of Ocala’s activities are available to extremely low, low, and moderate income persons/households who meet eligibility requirements for each activity. The City of Ocala served 3 persons and 47 households through affordable housing activities such as direct financial assistance to homebuyers and housing rehabilitation.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Ocala participates in the Marion County/Ocala Continuum of Care (CoC). The CoC continued to recruit non-profit and faith based organizations, health care agencies and appropriate government agencies into the CoC Network of Services. Most people in serious need do turn to someone or something for help at some point in time. It is essential at that point in time we have as many sources of help engaged as possible in the Coordinated Intake Assessment and Referral system (CIA). As the CIA becomes computerized and operational in 2014 it can help move people in need from their first point of contact with the Network quickly and efficiently to additional services. City staff works closely with the County, which does receive ESG funds, and is working with the HMIS Contractor to develop a phone application that can guide users to assistance. It can also help field staff to assist those in need who they encounter on the streets and other environments not fit for human habitation. The City encourages every agency to put their contact information and services on the lead agency's website, www.mchcfl.org and to list their information with 211 and have begun an effort to have Marion 211 join the intake system for CIA as it takes form this year.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Marion County Homeless Council is the lead agency addressing homeless needs in Marion County, which includes the City of Ocala. The housing needs of homeless persons and families cannot be completely met by emergency shelters and transitional housing due to a lack of capacity. In the next year, The Marion County Homeless Council (MCHC) will address some of that lack of capacity by using an ESG Rapid Re-Housing Grant to move individuals and families who have achieved an income, and reacquired life skills, into their own housing units by providing deposits and some short term rental assistance. Each time MCHC does this, it will free bed space in a shelter for another willing individual or family to begin the process of coming off the streets and into a future home of their own. At the same time, MCHC has been working with Marion County Community Services to support the use of CDBG funds for Interfaith Emergency Services to rehab a duplex unit into a small facility for chronically homeless males; and for Salvation Army Center of Hope to begin moving their kitchen and dining space into a former and now unused chapel and use the former kitchen space to expand their shelter dormitory capacity without expanding their physical facility footprint. This creates some available space in these shelters as they are also being expanded. MCHC is still continuing to search for resources from other sources to also put the Open Arms Village (OVA) dormitory spaces on line since to this date numbers indicate more space may still be needed after the shelter expansions. The other need, not yet underway, is additional housing for homeless families that does not require we separate the family unit during this phase of their lives. Family sheltering remains problematic and the larger the family the more problematic the sheltering without separation.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The best tool currently in this jurisdiction (and a new tool as well) may be the Rapid Re-Housing Program, administered by the Marion County Homeless Council funded with ESG dollars, two local veteran assistant programs with SSVF dollars, and through Marion County with ESG funds. The Homeless Council has chosen to use this program primarily for short-term assistance to take families with minor children and other qualified individuals out of shelters and into a housing unit. This serves several purposes, not the least of which is to move clients out who have managed to establish an income stream (earned or unearned) and develop sufficient life skills to begin the transition back to non homeless status. Defining homelessness as being in a shelter, this shortens the period of time a family is homeless, places them into a unit that should remain affordable to them based upon sustainability, and frees needed shelter space for another family or individual to begin the journey back from homelessness. Short term case management / life skills coaching is provided by the shelter case worker and the case worker for the agency that provides deposit and first month (up to two normally) rental assistance while the client establishes themselves. After that, the case managers go back to their current case loads. The need exists to develop additional long term skills training for the remainder of at least the first year, to avoid a return to prior conditions of all types during that first year. Odds of maintaining sustainability for the formerly homeless client (family or individual) improve significantly after that period of time.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Ocala has the following prevention services in place:

- Faith based organizations and churches provide emergency food and financial assistance;
- Community Legal Services provides representation in eviction, foreclosures, and public housing proceedings.
- Marion County Homeless Council provides mortgage, rental and utility assistance, including relocation and motel/hotel placement;
- Ocala Housing Authority provides consumer credit counseling and housing re-modification;

- One Stop Workforce Connection provides job development and prepares participants for job search; provides counseling; identifies job skills; assists in preparation of resume writing and interview skills;
- Vocational Rehabilitation provides retraining for persons with documented disabilities
- Department of Children and Families provides economic services, including TANF, food stamps, Medicaid, challenge grant, grant-in-aid for homeless shelters, plans and coordinates direct services.
- Community Action Agency provides financial assistance for utility payments;
- Marion County School Board connects families with community services to prevent homelessness, provides breakfast and weekend backpack meals for homeless students identified at the beginning of the school year;
- First Call for Help provides free information and referral service, linking the caller with the agency, organization or program that may best help to meet their needs;
- United Way of Marion County provides unity between local resources and Marion residents;
- Experience Works provides retraining job opportunities for senior residents 55 and over;
- Marion County Veteran services provides training, healthcare and outreach services for local veterans.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Ocala Housing Authority administers both a public housing and Section 8 housing voucher program. The housing authority owns and manages 3 projects which contain 186 affordable rental units. It also administers 1,314 Section 8 housing vouchers.

According to HUD, Ocala Housing Authority is determined to be a Small public housing authority, meaning it manages between 50 - 249 public housing units. Also according to the Department of Housing and Urban Development, the housing authority is designated as Large, meaning it administers 1,250 - 9,999 Section 8 vouchers.

The Ocala Housing Authority will continue to manage subsidized rental units and administer Housing Choice Vouchers, including Section 8 and Section 202 units in various developments. The Ocala Housing Authority is the only agency in the City to receive Section 8, housing assistance program funding. The purpose of the Housing Choice Voucher Program is to promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination. Rents associated with the federal developments are in accordance with HUD regulations and are 30% of the total income of the household. This is monitored through a yearly income verification to determine any income changes. Eligible applicants are those whose income is within the limits as determined by HUD.

Housing Authority Location	Program Type	Low Rent Units	Activity Status	# of Housing Choice Vouchers
City of Ocala	Combined	186	Active	1,314

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The OHA has been a HUD certified housing counseling agency since 2000. OHA was recertified in 2006 and awarded grant funds to continue services as a certified housing counseling agency. The OHA provides both homeownership and rental housing counseling. Counseling includes information on how to become a homeowner, fair housing rights, and credit counseling and foreclosure prevention. OHA provides the following counseling services:

- Home Improvement and Rehabilitation Counseling;
- Homebuyer Education Programs ;
- Loss Mitigation ;
- Marketing and Outreach Initiatives;

- Mobility and Relocation Counseling;
- Money Debt Management;
- Mortgage Delinquency and Default Resolution Counseling;
- Post-Purchase Counseling;
- Pre-Purchase Counseling;
- Renters Assistance; and
- Services for Homeless.

The OHA also offers the Family Self-Sufficiency, Homebuyers Club and Homeownership counseling programs. These programs assist Section-8 participants and residents of the public housing communities in becoming economically self-sufficient and attain homeownership.

The OHA maintains ongoing resident initiatives. Resident Councils are active in each of the OHA's Public Housing communities where meetings are held every other month. Guest speakers keep residents informed of new programs and opportunities. An OHA staff person attends all meetings as a liaison. A representative from the Ocala Police Department attends all meetings to assist with Neighborhood Watch Programs.

Residents receive a monthly newsletter/calendar that includes vital OHA information, updates from HUD and local community information. Public Housing staffs walk through each community several times a month to maintain a visible presence on site and in an effort to increase customer service.

Actions taken to provide assistance to troubled PHAs

The Ocala Housing Authority is in good standing and does not require assistance as a troubled agency.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Affordable housing is a challenge faced nationwide. It is important to foster and maintain affordable housing to keep the housing market balanced and fair. The City of Ocala is committed to maintaining housing opportunities and to eliminating barriers to affordable housing.

The City of Ocala continued to use CDBG and HOME grant funds to implement various programs that will assist in maintaining affordable housing including creating homeownership opportunities, developing new affordable units, rehabilitating existing housing stock, and reducing lead-paint hazards. Funds were utilized to provide housing and neighborhood revitalization with the goal of increasing homeowner investment and fostering affordable housing opportunities. These programs also assist in eliminating barriers to affordable housing by providing economic opportunities and minimizing overall household expenses.

Various elements can create barriers to affordable housing including negative effects of public policy as well as national, regional, and local housing market conditions. The City of Ocala has established sufficient public policy regarding affordable housing however, the City continued to re-evaluate policies to ensure they do not interfere with affordable housing efforts. The City conducted their Analysis of Impediments to Fair Housing Choice in 2005 which included a complete evaluation and analysis of administrative policies and zoning codes. The more dominant factors contributing to affordable housing barriers within the City include:

- ✓ Growth trends;
- ✓ Rising cost burden;
- ✓ Low household income;
- ✓ Older substandard housing stock; and
- ✓ Not preserving existing affordable units due to lack of maintenance or necessary rehabilitation.

The City allocated \$1,080,616 in PY 13/14 to rehabilitate homes occupied by low and moderate income persons. The City's programs are designed to make living in Ocala viable and affordable for low-income residents, including minority households.

In addition to the activities undertaken by the City, the Ocala Housing Authority's activities are specifically intended to address barriers to affordable housing by providing economic subsidies to those most in need of affordable housing. Towards this end, the Ocala Housing Authority continued to reduce

the barriers to affordable housing by providing Section 8 vouchers and assistance programs aimed at transitioning residents from public housing into the private housing market.

Further, in July 2008, an Affordable Housing Advisory Committee (AHAC) was formed by Marion County Resolution. The committee included many members who had participated in the 2006 Affordable and Workforce Housing report prepared by Public Policy Institute, and it was agreed to use that study as a base for completing goals required by Section 420.9706 F.S.. The committee reviewed materials and studies related to affordable housing and established recommendations for promoting affordable housing efforts. Recommendations included:

- Eliminating impact and development fees for housing affordable to households at or below 80% MFI, and a sliding scale for fees for housing affordable to households between 80% to 120% MFI;
- Waive all transportation impact fees for housing affordable to families at or below 80% MFI;
- Establish a separate fund to pay school, water & sewer fees for housing affordable to families at or below 80% MFI;
- Establish lien mechanisms to recapture these fees if the house is sold within 10 years;
- Waive property taxes on land donated to non-profit organizations for five years with the requirement that the property must be developed within that time period; and
- Create a new zoning classification specifically for affordable housing that allows development on 40' lots.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

In the current economic climate, addressing underserved housing needs is increasingly difficult. To make housing affordable to very low income households deep subsidies are needed. At this point, appropriations for housing programs are not at levels to widely support deep subsidies. Unemployment rates have increased adding to the number of families and individuals needing access to services and many times the capacity to fund and implement existing or additional programs is limited. Also, in the City, the scarcity of land that can be utilized to construct affordable housing becomes a barrier in meeting housing needs.

The City of Ocala continued to wisely invest its Federal funds in viable projects and combined federal sources with other resources so that it could continue to provide Ocala residents with affordable housing options. The City continued to utilize its CDBG and HOME funds to the fullest extent to assist in meeting underserved needs.

The most significant obstacle to addressing the needs of homeless citizens is the lack of available

funding. The jurisdiction receives Supportive Housing Program funds, FEMA funds and financial resources from the Department of Families and Children to assist residents with mortgage, rent and utility assistance. These funding sources can only address a small portion of the homeless needs in the County. Dramatic cuts in State funding and decreases in private donations, local non-profit homeless service providers are having a difficult time meeting the needs of the growing homeless population. In addition, programmatic requirements for other HUD competitive grants do not always coincide with determined local needs.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

A large amount of the homes in the City were constructed prior to 1978 which highly increases the likelihood of the occurrence of lead associated health hazards. The City of Ocala implemented a housing rehabilitation program and continued to operate the program within the HUD Lead-Safe Housing regulations. The rehabilitation program offered through the City assisted is reducing lead hazard by focusing on code compliance. The City also ensured that staff is appropriately trained in lead-based paint, pamphlets are distributed, inspections and assessments are conducted when required, and that contractors trained in lead safe practices are used.

All rehabilitation activities followed HUD regulations concerning lead-based paint assessment and interim controls, if necessary. The first step is counseling, informing the rehabilitation client of the danger of lead-based paint when they apply for assistance. CDBG staff determined at this interview whether there is heightened risk due to young children in the household.

The City contracted with PBo3 out of Deltona, Florida to conduct lead test on all structures built before 1978; that were scheduled for either, rehabilitation, demolition, or purchasing assistance, as well as asbestos testing where it was applicable. The City only used contractors that are lead trained and certified to carry out rehabilitation and demolition projects. For all rehabilitation projects (except sewer connections), the City provided the applicant with a pamphlet explaining the nuisances of lead based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

It continues to be a major goal of the City of Ocala to reduce and eventually eliminate the number of poverty level families in the City. This of course is no small task. Today the needs of families far exceed the resources the City has in which to satisfy those needs. Too many families in the city still do not have adequate housing, adequate transportation, access to basic nutritional needs (there is no major grocery store located in West Ocala), adequate educational and job opportunities, or adequate health care. There still exists a very large schism between the “haves and the have not's” and this divide appears to be widening by the day. City officials are well aware of the existing problems and along with City staff; they continue to work diligently to find solutions to this most pressing issue.

Through the use of CDBG, HOME, SHIP, and local Affordable Housing funds, the City’s strategy was to strongly attack the slum and blighted conditions in neighborhoods by demolishing and removing buildings that contribute the slum and blight in this area. The City also committed funds to bettering the

everyday living conditions of residents by connecting eligible citizens that are currently using wells and/or septic systems, to the City's water and sewer system. Another way that the City helped to prevent poverty was by conducting rehabilitation projects and reconstruction projects on several houses that were currently below the standard code acceptance. Applicants who were deemed to be low to moderate in income level received assistance from the pre-mentioned funding sources to aid them in bringing their homesteads to a safe and decent level. The City continued to partner with Habitat for Humanity in aiding low income residents in their efforts to be first time homeowners.

The City also positively affected the local poverty levels by aggressively seeking economic development opportunities that will bring increased job opportunities to the citizenry. The city closed on two large economic deals that together will produce nearly 250 jobs and that will help sustain hundreds more. The City also continued to pursue another venture that will not only produce jobs but will provide additional affordable housing for low income individuals, and housing for special needs individuals.

Along with the housing and economic development initiatives, the City continued to work closely with local organizations such as The Deveraux Foundation, The Governor's West Neighborhood Revitalization Council, The Ocala Police Department, Work Force and other local organizations in dealing with social issues that contribute to high poverty levels. The City continued to work with these and other organizations as they attacked health, educational, and employment issues that highly contribute to Ocala's poverty level. The City's plan to reinvest and stabilize neighborhoods is an assistance to public service organizations and those that benefit from them being able to expand the reach of their services. The reinvestment and economic development activities of the City; combined with the programs of the city's public service organizations served to reduce the amount of poverty experienced in the City of Ocala.

Actions taken to develop institutional structure and enhance coordination. 91.220(k); 91.320(j)

The Public Reinvestment Division of the City of Ocala's Revitalization Strategies Department is responsible for the implementation of the City's neighborhood services program. This division is responsible for administering the CDBG and HOME dollars that are received from HUD, and reinvesting those dollars back into needed areas of the City to improve overall living conditions and help reduce and eliminate slum and blighted conditions. The Reinvestment Division worked in conjunction with the Redevelopment and Economic Development Divisions of the Revitalization Strategies Department to attract new business and economic opportunities as well as redevelop existing commercial opportunities that will produce new job opportunities that will serve the community as a whole to reduce the City's level of poverty, homelessness, criminal activity, and blighted conditions. These divisions often share resources and ideas in looking for inventive ways to leverage their resources and talents in order to serve the broadest range of customers with ever shrinking funds.

The City of Ocala's Public Reinvestment Division also worked very closely with Marion County's Community Services. As part of the Marion County Consortium, the City collaborates with the County on funding projects, leveraging funds with private organizations, and training opportunities. The two

entities have established a quarterly meeting with the United Way and other local lead agencies, where we will all meet to better understand the needs of the community, explore the resources available to meet those underserved needs, and better coordinate and understand the projects that are in motion so that we are not duplicating efforts.

The City also partnered with the Marion County Homeless Council and is a regular participant in their meetings and workshops. The City contributes and participates at the requested levels in order to aid the Council in addressing the homeless situation that exists in the area. Currently the City is working with the Homeless Council to better assess the Council's current role in the community and determine what that role should be going forward. The City and the Council are collaborating on shifting the current process and views that exist among those agencies that aid in providing for homeless clients so that resources and efforts can best be maximized.

The City is also active with the Marion Grant Writers Association. The City readily participates with this organization and uses its resources as an avenue of obtaining additional funding that can be used to leverage the CDBG and HOME funds.

On a quarterly basis, the Public Reinvestment Department meets with the approved contractors in its rehabilitation program. The Senior Manager of Public Reinvestment meets with representatives of companies of all of the trades that participate in the rehabilitation program quarterly. The goal is to keep an open line of communication between the citizenry, the contractors, and the City. It is an opportunity to discuss the program in an open forum and to receive suggestions from the contractors as to what they are experiencing and what ways can the City be easier to do business with, while remaining within the federal guidelines. These meetings contributed to fostering relationships between the City and its contractors, instilled a sense of partnership in the program between the City, contractors, and citizenry, and reiterated the City's high expectations of job performance from the contractors.

These meetings have proven very valuable in breaking down stereotypes of the City's rehabilitation program and have begun to reestablish the faith of the business community in the program.

Several steps were taken to ensure coordination between public and private housing and social service agencies during the program year. Each of these steps helped facilitate information exchange between the county, city, and those providing public services. The following steps were taken to enhance coordination amongst agencies:

- A technical assistance workshop was held at the beginning of each grant year to educate nonprofit agencies on the grant funds, application process, eligible uses, additional requirements when utilizing these funds and long-term conditions on their use.
- Ocala's housing and community development plan is carried out through a combination of public, private and non-profit organizations, many of which participate in the citizen participation process. With the addition of HOME funds and the formation of the consortium with the City of Ocala, the County works with the City to develop and train CHDO's as well as other housing partners.

- City staff continued to play an active role in the community alliance organizations dealing with homelessness (Homeless Council), children’s issues (Children’s Alliance), and community issues (Community with a Heart) and mental health issues (Mental Wellness Coalition).

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Ocala is committed to furthering fair housing and continued to coordinate with various local agencies in undertaking housing and neighborhood revitalization activities to assist in providing housing choice. Coordination with various state and local agencies has resulted in the ability to provide a vast array of programs and services to assist in meeting housing needs throughout the community. Though the City is dedicated to increasing fair housing, lack of available funding and scarce land to develop new housing can create barriers in providing housing choice. The City continued to work in conjunction with private and public organizations to increase fair housing opportunities and reviews and re-evaluates current programs and activities consistently to ensure compliance in furthering fair housing efforts. The following demonstrates actions taken to affirmatively further fair housing.

Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) program is a versatile program providing communities with resources to address a wide range of community development needs. Created under Title I of the Housing and Community Development Act, CDBG funding has become a staple funding source for the City of Ocala in addressing community revitalization, housing, and economic development needs. The CDBG program contains a regulatory requirement to affirmatively further fair housing based upon HUD’s obligation under Section 808 of the Fair Housing Act. Grantees under the CDBG program must comply with this requirement and certify that it will further fair housing efforts. For the purpose of the CDBG program, HUD defines “affirmatively furthering fair housing” as requiring a grantee to:

- Conduct an analysis to identify impediments to fair housing choice within the jurisdiction;
- Take appropriate actions to overcome the effects of any impediments identified through the analysis; and
- Maintain records reflecting the analysis and actions taken in this regard.

As a part of the Marion County Consortium, the City of Ocala along with Marion County conducted an Analysis of Impediments to Fair Housing (AI) in 2005. The County is currently preparing an update to the 2005 AI that will be completed in the near future. The City is committed to eliminating discriminatory practices in housing opportunities for all protected groups identified under fair housing laws.

In furthering fair housing efforts, the City has established housing and community development goals including:

- Provide purchase assistance with homebuyer education.

- Rehabilitate sub-standard owner-occupied housing to include removal of architectural barriers.
- Rehabilitation or construction of affordable rental units.
- CHDO development to encourage construction of new, affordable owner-occupied housing.
- Continue active participation in activities associated with the Continuum of Care and Homeless Council.

The City of Ocala continued to further fair housing efforts through its CDBG program by funding activities included housing rehabilitation and homeownership programs. The City is also dedicated to improving the livability of neighborhoods and increasing access to quality public and private facilities. Neighborhood revitalization within a community is essential to fair housing choice.

The following activities were funded through the City's CDBG program:

Housing Rehabilitation

The City has made housing rehabilitation a priority in maintaining its housing stock, which is imperative to providing housing opportunities. The City of Ocala contains a concentration of old residential structures and many of the property owners are low-to moderate-income experiencing cost burden. Many of the City's rental units are contained in these structures so rehabilitating units assists in maintaining affordable housing and also allows the City to continue to offer housing opportunities for families with children or large households.

Homeownership Opportunities

The City is dedicated to promoting, developing, and expanding homeownership opportunities, reducing isolation, and increasing housing choice. Homeownership tends to create a greater sense of neighborhood investment resulting in improvement leading to stability. The City implements a down-payment assistance program for very low and low income individuals who wish to become first-time homebuyers. The City has also obtained residential structures suitable for rehabilitation and rental through its NSP program.

Ocala Housing Authority

Although the Housing Authority in Ocala operates under federal and state regulations, OHA works closely with the City in cooperative efforts to resolve housing issues for low and moderate income persons.

Housing Choice Voucher (Section 8) Program

The Housing Choice Voucher Rental Assistance Program provided vouchers to very low - and extremely low – income households that are in need of housing, are potentially at risk of being homeless, or have special needs. Priority renter households for Ocala's Section 8 Program are those below 50% of the area

median income (AMI), with an emphasis on those below 30% AMI and experiencing severe cost burden. Rental assistance provided affordable housing opportunities which leads to families moving towards self-sufficiency.

Counseling Services

The Housing Authority also provided the following counseling services related to housing:

- Home Improvement and Rehabilitation Counseling;
- Homebuyer Education Programs ;
- Loss Mitigation ;
- Marketing and Outreach Initiatives;
- Mobility and Relocation Counseling;
- Money Debt Management;
- Mortgage Delinquency and Default Resolution Counseling;
- Post-Purchase Counseling;
- Pre-Purchase Counseling;
- Renters Assistance; and
- Services for Homeless.

Impediments Identified

The City of Ocala updated its AI in November 2005 and the County is currently preparing another update to that AI. In conjunction with Marion County, the City gathered all pertinent data for the preparation of the AI including collecting demographic data, performing a comprehensive review of public sector laws, regulations, ordinances, and policies, and reviewing private sector lending policies and practices, fair housing enforcement, informational programs, and visitability in Ocala. The Analysis also included an assessment of local fair housing programs and activities. The City consulted with various fair housing organizations and conducted a fair housing survey providing valuable input for the preparation of the plan. Review and assessment of the data presented in this analysis along with input received for various organizations identified the following impediments to fair housing in Ocala:

- Lack of public education and lack of awareness regarding rights and responsibilities under federal, state and local fair housing laws;
- Limited choice in affordable housing due to unit availability;
- Limited choice of affordable housing in relation to the location of employers and a lack of public transportation;
- Negative perception of West Ocala; and
- Multicultural nature of communities within the County.

There are various approaches and actions the City takes in an effort to remedy fair housing impediments. Recommendations for resolutions to impediments and the continuation of fair housing efforts are detailed in the current Analysis of Impediments to Fair Housing Choice. The programs offered within Ocala represent actions taken in PY 3/14 to overcome impediments to fair housing. During PY 13/14 the City took specific actions to address impediments identified in the AI including:

- Limited choice in affordable housing due to unit availability.
The City created affordable housing opportunities through funding its housing programs including its Housing Rehabilitation program and Homeowner Purchase Assistance program. The City also provided access to affordable housing through its Affordable Housing Fund allowing low-income persons access to rehabilitated housing units.
- Limited choice of affordable housing in relation to the location of employers and a lack of public transportation.
The CDBG and HOME programs rehabilitated homes in target areas with access to public transportation improving the number of affordable units with access to employers.
- Negative Perception of West Ocala.
Ocala's Housing Rehabilitation program was focused on the West Ocala target area, increasing affordable housing, improving the living environment, and decreasing the negative perception of West Ocala.

Further, code enforcement activities ensured adequate, safe, and sanitary housing was available in the City's low-income areas that include much of the City's rental stock and public service programs, funded privately, addressed impediments to fair housing choice.

CR-40 - Monitoring 91.220 and 91.230

Description of the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Ocala's Revitalization Strategies Department is responsible for the overall administration and implementation of the City's CDBG and HOME programs. The Revitalization Strategies Department ensures compliance with federal regulations through its review of grant application funding requests, recipient contracts, quarterly performance reports, and sub-recipient monitoring. Further, the City maintains records of program accomplishments, funding spent, people served, housing units rehabilitated, and other information to help ensure compliance with the federal regulations. All data will be submitted to HUD on a timely basis and will be inputted into the IDIS reporting system on a quarterly basis.

The City did not fund public service activities in PY 13/14, therefore no monitoring of sub-recipients was required. In the case of funding sub-recipients in the future, the City will comply with the requirements of 24 CFR Part 91.230. The City's guidelines require the monitoring of all CDBG sub-recipients to ensure that activities are carried out in furtherance of the Annual Plan and to ensure long-term compliance with requirements of the programs, including minority business outreach and the comprehensive planning requirements. The City gathers relevant data through required reports and monitoring of these organizations as required by federal regulations. Since Ocala is not a HOME Entitlement Community, these types of funds or other State resources received by local agencies are not directly administered or monitored by the Revitalization Strategies Department. However, local agencies respond to special request from the Revitalization Strategies Department for information about these programs. As such, this information is incorporated into the Plan and will be available for assessing progress.

The Grants Administrator has established a performance based evaluation system to monitor each sub-recipient. During the program year, the City will evaluate the performance of each sub-recipient based on the specific milestones outlined in each project proposal. Progress towards those goals will be reported on a quarterly and on an annual basis. Specifically, each sub-recipient is required to:

- Execute a contract outlining the reporting requirements, project objectives, and relevant federal statutes;
- Provide quarterly reports that provide documentation of clients served by demographics, including income level, minority, and elderly status;
- Provide quarterly narrative reports that provide documentation of outcomes and performance measures;
- Document all expenses incurred, e.g. enrollment logs, receipts, etc.;

- Participate in meetings between Grants Administrator and sub-recipients. Meetings include a grantee orientation workshop and an on-site meeting with the Grants Administrator and sub-recipient as necessary; and
- Document consistency with the Consolidated Plan.

The purpose of this is to establish standards used to evaluate grantee performance. Evidence of non-compliance may be used to decrease or eliminate funding awards in subsequent years. In addition, the Grants Administrator conducts annual on-site visits to each CDBG funded public service agency to ensure compliance with applicable regulations and to review progress toward goals outlined in the application for funding.

During the on-site review, the CDBG administrator asks specific questions about sub-recipient performance, including:

- What objectives has the project accomplished to date?
- Is the project serving the projected number/type of people? If not why not?
- How do you track the expenditure of grant funds? Are all records up to date?
- Do you keep separate records for:
 - Administrative Functions (staff salaries, number of people served, etc.)
 - Financial Records
 - Individual Project Case Files
- If no, what records are kept in individuals/clients served?
- How long are records maintained? (e.g. 1 year, 5 years, 10 years)
- Are the records easily accessible?
- Do you have a copy of your most recent audit or financial statement?

Citizen Participation Plan 91.105(d); 91.115(d)

Description of the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Ocala understands the importance of citizen participation in developing its CAPER and related Annual Action Plan establishing the activities that will be reported on for PY 13/14.

The City's citizen participation process began with the development of the PY 13/14 Action Plan. The City ensured compliance with citizen participation requirements by publishing an RFP, notices for public

hearings, and recommendations for funding in a local newspaper and on the City's website. The City included all required information such as deadline dates, dates of public hearings, locations and times of public hearings, and information on how to obtain the RFP or request technical assistance. The City also published its recommendations for funding providing the public with an opportunity to comment. City Council adopted the final Action Plan in July 2013. The activities established in the Action Plan are the current activities being reported in this CAPER.

The fifth year CAPER program year covered October 1, 2013 to September 30, 2014. Pursuant to HUD guidelines, this CAPER allowed for reasonable notice for review and comment, as well as a fifteen (15) day comment period prior to submission. Public notice of comment period was published on December 15, 2014 notifying the public that the CAPER was available for comment from December 15th through December 29, 2014. The public was provided proper notice and was given the opportunity to comment on this CAPER for a comment period of 15 days. The City of Ocala, Revitalization Strategies Department, did not receive any public comments during the public comment period, or as of the date that this CAPER was submitted to HUD on December 29, 2014. The draft CAPER, and IDIS reports as required by HUD, were available for citizen review during the 15-day public review period.

The public notice included the address of the Revitalization Strategies Department, staff contacts, mailing addresses, phone numbers, the website to view the report and information on where to direct comments and questions.

The following reports from HUD's Integrated Disbursement and Information System (IDIS) are accompanied in this Maricopa HOME Consortium CAPER.

- ✓ Summary of Activities (PR03)
- ✓ Consolidated Annual Performance and Evaluation Report (PR06)
- ✓ Rehabilitation Activities (PR10)
- ✓ Summary of Accomplishments Report (PR23 Parts 1-7)
- ✓ Financial Summary Report (PR26)
- ✓ CDBG Expenditures By Organization Type For Program Year (PR77)
- ✓ CDBG Summary Of Expenditures By Type Of Organization (PR78)
- ✓ CDBG Housing Rehabilitation Report For Program Year (PR79)
- ✓ CDBG Performance Measures Report (PR83)
- ✓ HOME Housing Performance Report (PR85)

The CAPER also references a number of City of Ocala documents that are available at 201 SE Third Street Ocala, FL 34471 (352) 629-8310.

- ✓ PY 2009-2014 Five Year Consolidated Plan
- ✓ Analysis of Impediments to Fair Housing Choice
- ✓ PY 2013-2014 Annual Action Plan
- ✓ Adopted policies and procedures

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Ocala does not foresee any changes in program objectives for the 2014-2018 Consolidated Plan. However, the City will focus on the Tucker Hill target area as well as providing funds city wide. Housing and community revitalization activities remain as high priority needs and the use of CDBG funds is essential to address these needs.

Accomplishments in addressing the objectives identified, greatly relies on the amount of funding available from the federal government. The City of Ocala previously received additional funding from HUD through the Neighborhood Stabilization Program and the American Recovery and Reinvestment Act (CDBG-R). These funds have since been expended and are no longer resources. Ocala continued efforts to meet Consolidated Plan objectives utilizing available funding and if at any point in the future determines there is a need to revise objectives identified, the City will provide proper documentation to support the need for a change and will follow proper amendment procedures.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

The City of Ocala does not directly manage assisted rental units or provide Housing Choice Vouchers. It is the responsibility of the Ocala Housing Authority to inspect affordable units. There are no on-site inspections to report for City programs. The Ocala Housing Authority provides its own inspection reports, of its assisted rental units, directly to HUD.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

As the lead agency for Marion County HOME Consortium, Marion County Community Services is responsible for compliance with affirmative marketing requirements. Individual compliance records are available in the monitoring files.

Loans and Other Receivables

	Number of Loans	Principal Balance	Terms of Forgiveness
Loans Outstanding Which Require Repayment of Principal			
Ocala	7	\$53,594	\$53,594.28 represents ½ of rehabs that will be repaid. Another \$53,594.28 will be forgiven over the life of the receivable contracts for moderate income citizens
Deferred Loans Which May be Forgiven in Whole			
Ocala	59	\$540,824	All to be forgiven over the life of the contracts as long as they are occupied by low-mod income persons