

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\* 2. Type of Application:

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

City of Ocala, Florida

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

59-6000392

\* c. Organizational DUNS:

0559474280000

**d. Address:**

\* Street1:

201 SE 3rd Street

Street2:

\* City:

Ocala

County/Parish:

Marion

\* State:

FL: Florida

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

34471-9515

**e. Organizational Unit:**

Department Name:

Revitalization Strategies

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

Ms.

\* First Name:

Melanie

Middle Name:

\* Last Name:

Gaboardi

Suffix:

Title:

Director, Revitalization Strategies

Organizational Affiliation:

City of Ocala

\* Telephone Number:

352-629-8312

Fax Number:

352-629-8264

\* Email:

mgaboardi@ocalafl.org

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:  
[Empty field]

Type of Applicant 3: Select Applicant Type:  
[Empty field]

\* Other (specify):  
[Empty field]

**\* 10. Name of Federal Agency:**

Environmental Protection Agency

**11. Catalog of Federal Domestic Assistance Number:**

66.818

CFDA Title:  
Brownfields Assessment and Cleanup Cooperative Agreements

**\* 12. Funding Opportunity Number:**

EPA-OLEM-OBLR-16-08

\* Title:  
FY17 Guidelines for Brownfields Assessment Grants

**13. Competition Identification Number:**

[Empty field]

Title:  
[Empty field]

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

[Empty field]

**\* 15. Descriptive Title of Applicant's Project:**

City of Ocala Community-Wide Assessments Grant Application (\$200,000 Hazardous Substance; \$100,000 Petroleum)

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="300,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="300,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

## BUDGET INFORMATION - Non-Construction Programs

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Task 1: Phase I/II Assessments	66.818	\$ 210,000.00	\$	\$	\$	\$ 210,000.00
2. Task 2: Remediation/Reuse Planning	66.818	39,000.00				39,000.00
3. Task 3: Outreach	66.818	30,000.00				30,000.00
4. Task 4: Programmatic Support	66.818	21,000.00				21,000.00
5. Totals		\$ 300,000.00	\$	\$	\$	\$ 300,000.00

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Task 1: Phase I/II Assessments	(2) Task 2: Remediation/Reuse Planning	(3) Task 3: Outreach	(4) Task 4: Programmatic Support	
<b>a. Personnel</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$
<b>b. Fringe Benefits</b>	0.00	0.00	0.00	0.00	
<b>c. Travel</b>	0.00	0.00	8,000.00	0.00	8,000.00
<b>d. Equipment</b>	0.00	0.00	0.00	0.00	
<b>e. Supplies</b>	0.00	0.00	0.00	0.00	
<b>f. Contractual</b>	210,000.00	39,000.00	22,000.00	21,000.00	292,000.00
<b>g. Construction</b>	0.00	0.00	0.00	0.00	
<b>h. Other</b>	0.00	0.00	0.00	0.00	
<b>i. Total Direct Charges (sum of 6a-6h)</b>	210,000.00	39,000.00	30,000.00	21,000.00	\$ 300,000.00
<b>j. Indirect Charges</b>	0.00	0.00	0.00	0.00	\$
<b>k. TOTALS (sum of 6i and 6j)</b>	\$ 210,000.00	\$ 39,000.00	\$ 30,000.00	\$ 21,000.00	\$ 300,000.00
<b>7. Program Income</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$

**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Task 1: Phase I/II Assessments	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9.	Task 2: Remediation/Reuse Planning	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10.	Task 3: Outreach	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11.	Task 4: Programmatic Support	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>12. TOTAL (sum of lines 8-11)</b>		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>				
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>15. TOTAL (sum of lines 13 and 14)</b>	\$ <input type="text"/>				

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	Task 1: Phase I/II Assessments	\$ <input type="text" value="210,000.00"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
17.	Task 2: Remediation/Reuse Planning	<input type="text" value="39,000.00"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18.	Task 3: Outreach	<input type="text" value="30,000.00"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19.	Task 4: Programmatic Support	<input type="text" value="21,000.00"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>20. TOTAL (sum of lines 16 - 19)</b>		\$ <input type="text" value="300,000.00"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges: <input type="text"/>	22. Indirect Charges: <input type="text"/>
23. Remarks: <input type="text"/>	



December 22, 2016

Ms. Barbara Alfano  
Region 4 Brownfields Coordinator  
U.S. Environmental Protection Agency  
Atlanta Federal Center  
61 Forsyth Street, Atlanta GA 30303-8960

Dear Ms. Alfano:

The City of Ocala, Florida is pleased to submit the attached application to the FY17 US EPA Brownfields Program for a Brownfield Community-Wide Assessment Grant in the amount of \$300,000 (\$200,000 for Hazardous Substances and \$100,000 for Petroleum). This grant will greatly enhance the City's efforts to extend previous brownfield revitalization successes to the West Ocala community. West Ocala (9.51 square miles) is a predominantly minority community (African American 54.9%; Hispanic 18.4%), bordered to the west by Interstate 75, Pine Avenue (US441) on the east and bisected by Martin Luther King Jr Avenue. Its location immediately adjacent to these major highways made West Ocala the perfect location for the majority of industrial development that occurred within the City in the latter part of the twentieth century.

Residents of West Ocala once enjoyed a close-knit, vibrant community. Several decades of decline in manufacturing and associated industries, coupled with the broader implications of the Great Recession, rippled through the local economy. At the height of decline (2007-2012), 3,423 jobs were permanently lost in the City; 1,831 of these were located in West Ocala, equating to 41% of the target community's work force population. Plants and businesses closed, jobs were lost and blight ensued. Now, the area has few shopping choices for either consumer goods or groceries. There is also a void of healthcare providers. The community identifies the widening of SR40 and US441 as barriers to both existing shopping opportunities and mobility. Within this low-income area, approximately 48% of the residents do not have access to a vehicle. The USDA identifies the West Ocala community as a food desert, with limited access to fresh grocers. Food insecurity, which affects minority communities at substantially higher rates than the national average is a real struggle here; 21.5% of African-American households and 19.1 % of Hispanic households report they struggled against hunger in 2015, compared with the national average of 12.2%. Few new structures have been built in this neighborhood in recent years. In fact, 78% of the structures within the Targeted Area were built prior to 1978, and are of poor quality.

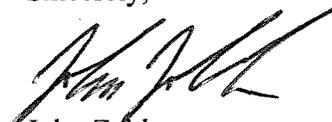
In 2010, the City started a multi-year process to develop a vision plan that will guide the community for the next twenty-five years. The resulting Ocala 2035 Vision Plan identified the need for redevelopment in West Ocala. The West Ocala Community Plan was adopted in 2011 as a community driven, collective effort of community residents, businesses and City staff. In 2015, the West Ocala Community Redevelopment Area (CRA) was created, offering the advantage of tax increment financing as another redevelopment tool and source of funds to solely benefit the target area. The biggest challenge facing redevelopment efforts in West Ocala was identified as the real and perceived contamination of the many abandoned industrial commercial sites - brownfields. This

challenge is evidenced by the current economic rebirth Ocala is experiencing, a rebirth not shared by West Ocala. This application strategically targets the most economically viable of these brownfield properties to capitalize on current growth and development interest opportunities (a new FedEx distribution center opened in August 2016 and an AutoZone distribution center is currently under construction). This project seeks to direct revitalization to the most economically disadvantaged portion of the community, the targeted area of West Ocala, and generate interest in ideally located properties overlooked due to environmental stigmas. Through the proposed project, the City seeks to fund the assessment and cleanup planning of catalytic, community identified brownfield sites within West Ocala. These sites have been identified and prioritized through extensive community engagement and visioning over the last six years, with the goal of expanding brownfield successes realized downtown to the target area, an environmental justice community of critical need.

<b>Required Information</b>	
<b>a. Applicant Information:</b>	City of Ocala 110 SE Watula Avenue Ocala, FL 34471
<b>b. Funding Request:</b>	i. Grant type – Assessment ii. Assessment Type – Community Wide iii. Federal Funds Requested: \$300,000 iv. Contamination: Hazardous Substances \$200,000 and Petroleum \$100,000
<b>c. Location</b>	West Ocala, a 9.51 square mile area within the city of Ocala
<b>d. Property Information</b>	N/A – not site specific
<b>e. Contacts:</b>	<b>i. Project Director:</b> Melanie Gaboardi, Director of Revitalization Strategies 201 SE 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor Ocala, FL 34471  <b>ii. Highest Elected Official:</b> Brent R. Malever, President, City of Ocala City Council 110 S.E. Watula Avenue Ocala, FL 34471
<b>f. Population:</b>	i. General Population of jurisdiction is 59,618. ii. Non municipal Population - N/A. iii. Affirmation of “Persistent Poverty” – N/A
<b>g. Regional Priorities Form/ Other Factors Checklist:</b>	Attached to Cover letter
<b>h. Letter from State Environmental Authority:</b>	Attached to Cover letter

The City of Ocala appreciates the opportunity to apply for FY17 EPA Brownfields Community-wide Assessment Grant funding, and hopes to build upon previous brownfield success, extending economic and social revitalization to the West Ocala community. If you have any questions, please do not hesitate to contact us.

Sincerely,



John Zobler  
City Manager

## Regional Priorities Form/Other Factors Checklist

Name of Applicant: City of Ocala, FL

### Regional Priorities Other Factor

Regional Priority Title(s): N/A

Page Number(s): Phase II Assessments, Page 9; Leveraging Commitments, Page 9, 10; Significant Economic Disruption, Page 6

### Assessment Other Factors Checklist

Other Factor	Page #
<i>None of the Other Factors are applicable</i>	
Community population is 10,000 or less.	
Applicant is, or will assist, a federally recognized Indian tribe or United States territory	
Target brownfield sites are impacted by mine-scarred land.	
<b>Project is primarily focusing on Phase II assessments.</b>	X
<b>Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion by identifying amounts and contributors of funding in the proposal and have included documentation.</b>	X
<b>Recent (2008 or later) significant economic disruption has occurred within community, resulting in a significant percentage loss of community jobs and tax base.</b>	X
Applicant is one of the 24 recipients, or a core partner/implementation strategy party, of a “manufacturing community” designation provided by the Economic Development Administration (EDA) under the Investing in Manufacturing Communities Partnership (IMCP).	
Applicant is a recipient or a core partner of HUD-DOT-EPA Partnership for Sustainable Communities (PSC) grant funding or technical assistance that is directly tied to the proposed Brownfields project, and can demonstrate that funding from a PSC grant/technical assistance has or will benefit the project area. Examples of PSC grant or technical assistance include a HUD Regional Planning or Challenge grant, DOT Transportation Investment Generating Economic Recovery (TIGER), or EPA Smart Growth Implementation or Building Blocks Assistance, etc.	
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	
Recent natural disaster (2012 or later) occurred with the community, causing significant community economic and environmental distress.	



# Florida Department of Environmental Protection

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

November 7, 2016

Barbara Alfano  
Brownfields Program  
U.S. Environmental Protection Agency  
61 Forsyth Street, S.W. 10<sup>th</sup> Floor  
Atlanta, GA 30303-8960

Dear Ms. Alfano:

The Florida Department of Environmental Protection (Department) acknowledges and supports City of Ocala's Brownfields grant application for a Community-Wide Hazardous Substance and Petroleum or Petroleum Products Assessment Grant. The Department understands that this application has been prepared in accordance with the U.S. Environmental Protection Agency's (EPA) guidance document EPA-OLEM-OBLR-16-08, titled "Guidelines for Brownfields Assessment Grants." This letter of acknowledgement addresses the requirement for a "Letter from the State or Tribal Environmental Authority," described in SECTION IV.C.2.h. EPA Brownfields grant funding will strengthen the City of Ocala's cleanup and redevelopment efforts. This federal grant effort also supports Florida's Brownfields Redevelopment Act and the Department's role in administration of site rehabilitation of contaminated sites.

The Department encourages EPA grant recipients to use the incentives and resources available through Florida's Brownfields Redevelopment Program with EPA grant funding to enhance the success of their Brownfields project. The Department recommends that the City of Ocala consider including Brownfields sites or areas that could potentially receive federal funding in a state-designated Brownfield area. The City is also encouraged to contact George Houston, II, P.G., the Central District Brownfields Coordinator, at (407) 897-4322 to learn more about the Florida Brownfields Redevelopment Program.

Sincerely,

A handwritten signature in blue ink that reads "Laura Barrett".

Laura Barrett, Administrator  
DoD and Brownfields Partnership Section

LB/jc

Ms. Barbara Alfano

Page 2

November 7, 2016

cc:

Melanie Gaboardi, Director of Revitalization Strategies, City of Ocala  
(MGaboardi@ocalafl.org)

Lisa Walsh, Manager, Economic Development, City of Ocala (LWalsh@ocalafl.org)

George Houston, FDEP Central District Brownfields Coordinator  
(George.Houston@dep.state.fl.us)

Barbara Alfano, EPA Region 4 Florida Grants Coordinator (Alfano.Barbara@epa.gov)



## 1. COMMUNITY NEED

### a. Target Area and Brownfields

**i. Community and Target Area Descriptions.** The City of Ocala sits at the confluence of five major roadways (I-75, SR40, US27, US441, and SR200) in north central Florida and encompasses some 45 square miles. A mix of urbanized commercial, suburban and rural county, the city is home to a bustling downtown and several large manufacturing and distribution centers. The more rural areas of the county support a \$2.6 billion equine industry with internationally recognized events; livestock farms; the Ocala National Forest; and the first-magnitude, once-pristine Silver Springs. Incorporated in 1868, Ocala was a major city, due to its central location and service provided by multiple railways. From the 1930's to the 1960's, US 441/301 was the only main road connecting the northeastern US with south Florida, creating a gas and service station corridor through Ocala. Many such facilities were abandoned prior to the implementation of USEPA closure requirements. Early industrial endeavors in the community included lumber, cigar making, meat and citrus packing, fertilizer production, farm supplies and railway depots. CSX transportation still carries much of the southeastern US rail traffic through the city. By the later part of the 20th century, Florida was one of the fastest growing states in the nation. The demand for goods skyrocketed, and the interstate and turnpike systems were introduced. The City is in striking distance of every major city in the state. I-75 is located through Ocala with the Florida Turnpike just to the south. This enhanced accessibility brought new industries to the community, including vehicle assembly and customization, parts manufacturing, waste recycling, food production, fuel depots and distribution centers. Location adjacent to these major highways made West Ocala the perfect location for the industrial development occurring in this period. **West Ocala (9.51 square miles) is the target area of this application.** A predominantly minority community (African American 54.9%; Hispanic 18.4%), West Ocala is bordered to the west by Interstate 75, Pine Avenue (US441) on the east and bisected by Martin Luther King Jr Avenue. It is located within and around the industrial and manufacturing district described above.

Residents of West Ocala once enjoyed a close-knit, vibrant community, complemented by abundant living wage employment opportunities, local businesses and gathering places. Several decades of decline in manufacturing and associated industries, coupled with the broader implications of the Great Recession, sent ripple effects through the local economy. At the height of decline (2007-2012), 3,423 jobs were permanently lost in the City; 1,831 of these were located in West Ocala, which equates to 41% of the target community's workforce population (<http://www.floridajobs.org>). Plants and businesses closed, jobs were lost and blight ensued. Now, the area has few shopping choices for either consumer goods or groceries. There is also a void of healthcare providers. The community identifies the widening of SR40 and US441 as barriers to both existing shopping opportunities and mobility. Within this low-income area, approximately 48% of the residents have no access to a vehicle. The USDA identifies the West Ocala community as a food desert, with limited access to fresh food grocers. Food insecurity, which affects minority communities at substantially higher rates than the national average is a real struggle here; 21.5% of African-American households and 19.1 % of Hispanic households report they struggled against hunger in 2015, compared with the national average of 12.2% (USDA; <http://frac.org/reports-and-resources>). Few new structures have been built in this neighborhood in recent years. In fact, 78% of the structures within the Targeted Area were built prior to 1978, and are of poor quality, raising concerns about asbestos and lead paint. Many structures are so deteriorated, demolition will be necessary. Additionally, studies by the Saint Johns River Water Management District (SJRWMD) have found that groundwater infiltration and surface water runoff from the City are impacting nearby Silver Springs. Much of the impact can be attributed to water infiltrating into the limestone of the Floridan Aquifer, just a few feet beneath the surface. The increase of contaminants has catastrophically degraded Silver Springs over the past 40 years.

In 2010, the City began a public process to develop a vision that guides the community for the next 25 years. The resulting Ocala 2035 Vision Plan identified the need for redevelopment in West Ocala. The West Ocala Community Plan was adopted in 2011 as a community-driven, collective effort of community residents, businesses and City staff. In 2015, the West Ocala Community Redevelopment Area (CRA) was



created, offering tax increment financing as another redevelopment tool and source of funds to solely benefit the target area. The biggest challenge facing redevelopment efforts in West Ocala is the real and perceived contamination of the many abandoned industrial commercial sites - brownfields. The challenge is evidenced by the current economic rebirth Ocala is experiencing, a rebirth not experienced by West Ocala. This application strategically targets the most economically viable of these brownfield properties to capitalize on current growth and development interest opportunities (a FedEx distribution center opened August 2016 and an AutoZone distribution center is currently under construction). This project seeks to direct revitalization to the most economically disadvantaged portion of the community, the targeted area of West Ocala, and generate interest in ideally located properties overlooked due to environmental stigmas. Through the proposed project, the City seeks to fund assessment and cleanup planning of catalytic, community identified brownfield sites within West Ocala. These sites have been identified and prioritized through extensive community engagement and visioning over the last six years, with the goal of expanding brownfield successes realized downtown to the target area, an environmental justice community of critical need.

**ii. Demographic Information and Indicators of Need.** West Ocala is a racially diverse community, as evidenced by the table below. Historically, the target area was home to a predominantly African American population. However, over time the area has seen a steady influx of Hispanic residents. Data on Hispanic growth trends suggest many have transitioned from seasonal labor in Florida’s extensive agriculture industry to permanent residency ([www.pewhispanic.org](http://www.pewhispanic.org)). Current demographics for the target area demonstrate the gripping poverty that exists here. In the target area, 54.6% of residents live at or below federal poverty levels with median and per capita incomes less than half of state/national averages. Lower educational attainment is both a symptom and a contributor to the plight of the target community, with nearly 30% of adults without a high school diploma. Public assistance is provided to over 50% of the population and unemployment is epidemic, 400% higher in West Ocala than the nation.

	West Ocala	City of Ocala	Florida	USA
<b>Population</b>	14,599	59,618	19,361,792	314,107,084
<b>Unemployment</b>	21.0%	7.4%	6.5%	5.0%
<b>Poverty Rate</b>	54.6%	21.3%	16.7%	15.6%
<b>Minority</b>	73.3%	39.6%	43.4%	37.2%
<b>Median HH Income</b>	\$24,832	\$37,422	\$47,212	\$53,482
<b>African-American</b>	54.9%	21.3%	16.1%	39,167,010 (12.6%)
<b>Hispanic</b>	18.4%	12.5%	23.3%	51,786,591 (16.6%)
<b>Public Assistance/SNAP</b>	54.6%	21.1%	14.3%	14.9%
<b>Per Capita Income</b>	\$13,549	\$22,399	\$26,499	\$28,155
<b>Children</b>	34.7%	31.2%	20.8%	73,877,478 (23.7%)
<b>Female</b>	54.3%	51.5%	51.1%	158,289,182 (50.8%)
<b>No H.S. Diploma 25+</b>	29.3%	14%	13.5%	14.0%
<b>Free/Reduced Lunch Rate</b>	86%	67.9%	58.5%	53.1%

Source: US Census, American Community Survey, 2010-2015 (accessed October 2016), Unemployment data <http://www.bls.gov>

**iii. Brownfields and Their Impacts.** Brownfields in West Ocala are primarily located along the major trucking corridors of I-75, SR200, SR40 and US441 and the multiple rail lines that crisscross the target area. A community-driven inventory of brownfield properties within West Ocala has been digitized in the City’s Brownfield Information System (OBIS), a GIS based catalogue, which includes 45 brownfield sites in the target area. The perceived environmental impacts of these sites are contaminants generated from past operations and building materials used in their construction such as asbestos containing materials (ACM) and lead based paints (LBP). Environmental contaminants of concern include petroleum hydrocarbons, arsenic, creosote, pentachlorophenol, formaldehyde, phenols, PCBs, metals, chlorinated solvents, ammonia, nitrates, ethylene glycol and chlorine. Contaminants originated from a myriad of industrial and manufacturing uses that historically operated within the target community, including lumber, cigar making,



meat and citrus processing and packing plants, fertilizer production, farm supply and railway depots, vehicle assembly and customization, parts manufacturing, waste recycling, food production, and fuel depots. The greatest community concerns with these brownfields are (1) ensuring identification, reduction and elimination of exposures to these properties and the adverse health and physical conditions to which they contribute, (2) proactively communicating program activities and allaying health concerns with the City's most at-risk populations, and whose locations coincide with the greatest density of brownfield sites, and (3) facilitating reuse of these underutilized properties in alignment with the Ocala 2035 Vision Plan, West Ocala Community Plan and Comprehensive Plan.

As was common in mid-century industrial development, workforce housing was built adjacent to plants and factories. Although in very poor condition, much of this housing is still in use; a serious health and safety concern. As a result, nearly all brownfield sites targeted by this application are immediately next door to low income, minority residences, including subsidized housing units, mobile home parks and aging, and small single family homes in varying stages of disrepair. Additionally, several schools and parks are within a short walk from some of these sites. Larger sites which are an impediment to pedestrians in the community are often traversed as a method of short cut. Vagrancy and trespassing are issues on several of the sites identified below.

Through extensive community engagement and input accomplished through the development of the West Ocala Community Plan, Brownfield Revitalization was identified as a top priority and guides this application. The following sites have been ranked by the West Ocala community as the greatest priority; catalytic sites with the most potential to effect true revitalization in the community. **Site 1:** Abandoned hotel with gas/service station outparcel located at SR40/I-75 immediately on the interstate exchange. The hotel closed in 2009 and 100 jobs were lost. The gas station closed in 2009 and 4 jobs were lost. The combined site encompasses 8.97 acres and includes a package wastewater treatment plant. Potential contaminants: petroleum, solvents, acids; automotive wastes ACM, LBP. Currently, the hotel property is in foreclosure proceedings with the City. Site access has been acquired. Vagrancy, trespassing and crime have been issues at the site, which is next door to a motel and mobile home park with weekly rentals, known to attract transients. **Site 2:** Former Royal Oak Charcoal plant, which closed in 2006 after many years of decline. At closure, 43 jobs were lost. The site encompasses 24.28 acres. Site access has been acquired. Immediately next door to the shuttered plant is Phoenix Heights (see site 3) and across the street is an income-restricted, subsidized apartment complex. Additionally, this property is in close proximity to Howard Middle School and the well-used Lillian Bryant public park. The City is currently conducting due diligence on the site, and has financed a Phase I ESA with plans to acquire the property through deed transfer. Contaminants of concern: years of operation and poor air emissions control technology (ATSDR 2007 report) have potentially impacted the site and surrounding residential areas with airborne deposits of heavy metals and Polynuclear aromatic hydrocarbons. The facility itself likely contains wood preservatives; creosote, pentachlorophenol, arsenic, ACM, LBP. **Site 3:** Phoenix Heights (former workforce housing for Royal Oak facility, still occupied). Airborne deposition of heavy metals and PAH contamination from Royal Oak facility is suspected. ACM and LBP are also suspected based on age (1957) of structures, as well as septic tanks. **Site 4:** A tire and auto salvage yard on 27<sup>th</sup> Avenue that has been in continuous operation for over twenty years. This non-conforming use is unpermitted. The 25.79 acre site contained several hundred discarded tires as well as ongoing auto salvage operations. Immediate concern is potential breeding areas for Zika Virus, and impacts to groundwater and potential air emissions. Immediately next door to a daycare center with 60 children in attendance daily, proximal exposure to sensitive populations is a serious worry. Contaminants of concern include petroleum products, PCBs, solvents, acids, and heavy metals. **Site 5:** Vacant Industrial office park on SR40 adjacent to active distribution centers. The offices within have been empty for over a decade. It is located at a highly accessible intersection along a major transit line. This proximity to residents and transit presents an excellent opportunity for adaptive reuse as a professional medical office campus. Based on the age of the structure and year built (1970's), potential contaminants will likely include ACM and LBP. **Site 6:** Vacant Parcel (23.74 acres) fronting SR40. Unknown historical



uses and contaminants, but abutting a myriad of historical commercial and industrial uses (including dry cleaners, fabrication facilities, gas stations), where off site contaminant migration is likely. Located along a major transit route and highly accessible, the end use proposed includes a grocery anchored shopping center. Both Sites 5 and 6 are located on a main bus route and would provide easy accessibility in an area of need.

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

**i. Welfare Impacts.** The demographics data presented in 1.a.ii above show the targeted area of West Ocala is challenged by gripping poverty and sky high unemployment. Brownfield sites play a significant role in these challenges and have negatively impacted the welfare of residents through job losses, high vacancy rates, increased crime, and perhaps most significantly, ensuing blight and disinvestment, facilitated by a perceived and real risk of contaminated properties. As the economic engines that provided abundant employment at living wages shut their doors, local businesses closed. Vacancy rates swelled and blight took hold. Many residents moved on, leaving behind those without the means to relocate. Without a viable local population, goods and services, such as healthy foods and healthcare became inaccessible to many West Ocala residents (48% do not have access to a vehicle). Limited access to healthy foods is a significant issue within West Ocala and the community is identified by USDA as a food desert. The success of a recently installed community garden in West Ocala underscores the need. With the help of several City employees and volunteers, the garden opened in January 2015 with 25 beds. By September 2016, 50 beds were added. All 75 beds have been continuously rented. The target area's lack of access to healthcare and residents' ability to afford it, is documented by data from the US Health Resource and Services Administration (HRSA). The community is designated as Medically Underserved Areas/Population (MUA/P) by HRSA based upon its lack of health care providers (primary care, mental health, and dental), high infant mortality rates, and high poverty rates. **West Ocala ranks as underserved in every category of medical service provision AND by every qualifier that HRSA measures.** Blight resulting from brownfields in the target community perpetuates social and economic struggles.

Brownfield sites also serve as attractive nuisances, presenting safety concerns. Children are drawn to explore and play at abandoned facilities. Homeless and transient persons are known to seek shelter in the abandoned buildings, providing an unwanted haven for illicit activities. Arson, vagrancy, trespassing, illegal drugs, prostitution and vandalism are all issues at the brownfield sites in the target area. According to 2015 City police data, crime in West Ocala accounts for 32.2% of all crime in the City, although the target area contains less than 20% of the City's population. This presents tremendous risk to public health and safety, not just from potential exposure from contaminants known or believed to be present, but also due to the dilapidated conditions of the structures involved. The combination of these impacts have negatively contributed to the general welfare of West Ocala residents.

**ii. Cumulative Environmental Issues.** West Ocala is subject to a number of cumulative environmental issues in addition to the presence of brownfields. The excessive noise and physical hazards of several major highways (I-75, SR40, US27, US441 and SR200) and active rail lines present an air quality issue to adjacent residences, schools, and parks within the target area. Storm water retention areas in the target community which serve to capture run off from the highways mentioned are abundant in West Ocala and, in addition to the contaminants they may harbor, a new threat has developed. These ponds provide a breeding ground for mosquitos that may carry Zika virus, which was introduced to Florida earlier this year. This virus is an incredible risk to sensitive populations within the target area, as in-utero complications from the illness are severe, and may appear months after a birth. In addition, West Ocala encompasses an asphalt batching plant, a recycling facility, former charcoal plant, several large former manufacturing facilities, and remnant rail spurs. The target area is also affected by Resource Conservation and Recovery Act (RCRA) Generators: an extensive community-wide list of former dry cleaners, confirmed or suspected Leaking Underground Storage Tank (LUST) facilities, and a significant number of historic gas stations.

Environmentally, the target area is particularly susceptible to environmental and human impacts of contaminants. All of Florida is underlain by porous limestone rock which holds the water supply for most



communities. Any surface pollutants eventually find their way into the water supply. All of Ocala east of I-75 is located within the Silver Springs spring shed, which is an ecologically sensitive receptor to potential runoff from brownfields in the area. Aquifer sensitivity in an area of abandoned industrial sites creates serious concern for environmental and public health hazards, the related reluctance for development, and a downward spiraling of the community with respect to new investments that would bring shopping and other opportunities. The environmental justice legacy and other practices have led to disinvestment, population decline, and migration of commercial activities.

**iii. Cumulative Public Health Impacts.** While the full impact of brownfields within West Ocala is unknown, health statistics for Marion County indicate a prevalence of certain illnesses and sensitivities that are both associated with and exacerbated by exposure to environmental contaminants. Proximity of idle industrial sites to residences, as discussed in 1.a.iii above is, in many cases, immediately next door and is a considerable concern. The risk of exposure to residents is dramatically increased by the immediate adjacency. Exposure of contaminants through air, soil and groundwater is a very real danger, particularly since private, unsecured wells are still very common in this area. A statewide comparative assessment of health risks revealed that Marion County experiences significantly higher rates of lung, colorectal, prostate and breast cancers than the state and national averages (<http://wellflorida.org/data-reports/marion-county-data>). Additionally, the county's ranking of 49 in health outcomes positions it at the bottom 20% of all Florida counties. Asthma rates in the County are 12.8%, compared to 8.3% statewide and 8.4% nationwide ([www.floridacharts.com](http://www.floridacharts.com)). Chronic respiratory disease death rates per 100,000 persons are also higher than state rates (52.7; 39.9) What's more, current research by the Florida Department of Health indicates asthma rates are highest for impoverished households – a sad reality for nearly 50% of the West Ocala population (<http://www.floridahealth.gov/diseases-and-conditions/asthma/documents/asthma-burden2013.pdf>). Low birth rate and babies born with little to no pre-natal care are much more common in West Ocala. Known health effects associated with the contaminants of concern identified in Section 1.a.iii include: cancer, respiratory effects, nervous system damage, organ failure/damage (Liver, Kidney), blood disorders, and skin irritations/conditions (*Agency for Toxic Substances & Disease Registry*).

The identified sites and other brownfields have not been assessed and represent threats to the environment, health and welfare of residents. Statistics per Target Area are not currently available, but health benefits from activities supported by the grant will include evaluating affected residents' proximity to contaminated sites and determining impact patterns to West Ocala's sensitive populations. The proximity and increased access to these uncontrolled and contaminated sites puts the Target Area's sensitive populations (low-income, minorities, children and elderly) at higher risk of detrimental health effects. These population groups are even more susceptible to the effects of contaminants due to poor nutrition and decreased access to healthcare resulting from economic disadvantage.

As discussed above, West Ocala's brownfields are interspersed within residential areas. Historically, workforce housing was built adjacent to or near the factories and plants they served. Consequently, parks, schools and homes are in immediate proximity to the sites this application seeks to assess. Associated contaminants present a threat to human health through direct contact, ingestion of contaminants or exposure to airborne particulates and volatile compounds. The migration of contaminants from brownfields via storm water runoff and groundwater also poses a threat to the City's water resources, as the groundwater table is shallow and the source of water. The Assessment Grant will enable the City to address environmental justice issues in the poorest section of the community that accompany brownfield sites, including: environmental literacy, access to fresh food grocers, healthcare providers, and enhanced employment opportunities. West Ocala will directly benefit from actions to determine the extent of brownfields contamination; identify ways to control contaminant migration, improve the health of residents, and improve the quality of its natural resources.

### c. Financial Need



**i. Economic Conditions.** The City submits this request for EPA Brownfield funds after seven years of operating a successful brownfield program without the benefit of federal assistance during the worst economic times since the Great Depression. It is at the exhaustion of all locally available funds that the City requests EPA's assistance to promote revitalization efforts in West Ocala. A full account of the \$2,831,434 City funds leveraged in the West Ocala community in support of brownfields redevelopment is detailed in section 2.c. Additionally, the City has employed various revitalization incentive programs in the West Ocala Target Area, such as an Enterprise Zone and an Urban Job Tax Credit Area. The Enterprise Zone program saw success, but was eliminated by the Florida State Legislature on December 31, 2015.

Like the rest of the nation, Ocala was heavily hit by the recession. Central Florida had the 2<sup>nd</sup> highest foreclosure rates in the nation (bested only by Las Vegas). The city suffered severe job losses in its construction related industries, mortgage service industry, banking, vehicle assembly and customization businesses, and retail sectors. Between 2007 and 2012, the community lost a reported 3,423 jobs impacting just shy of 15% of its workforce at the time. West Ocala lost 1,831 of these, equating to 42.2% of its workforce (<http://www.floridajobs.org>). Unemployment in the city hit a peak of 14.1% in January, 2010 ([www.bls.gov](http://www.bls.gov)). This number does not reflect residents unemployed longer than 12 months, common at the height of the recession. It was truly a desperate situation for many Ocala families.

The City's budget has contracted over \$43,737,917 (11%) over five years despite a recovering economy and numerous new developments. The total FY2010 City budget was \$400,766,294; the total FY15 City budget was \$357,028,377. Industrial decline has further exacerbated the issue, resulting in loss of tax bases and declining property values, aided by decaying structures that depress the real estate market. The City is capitalizing all available local funds to counteract these forces and has used state programs to maximize leveraged local dollars, including Tax Increment Financing (TIF) incentives through the creation of a West Ocala Community Redevelopment Area (CRA) in 2015. Statutorily enabled by the Florida Redevelopment Act (Chapter 365, F.S.), TIF funds collect the increment of increased value over a set period of time and capture tax revenues to be used solely within the prescribed redevelopment area. Several years from now, this fund will provide an excellent pool of funds to supplement brownfield redevelopment efforts, however the process will take time. As the City awaits the availability of additional brownfield assessment and cleanup funds, the EPA funding would provide an immediate path forward and an opportunity to capitalize on the current growth. Funding from this CRA will concentrate redevelopment efforts on the corridors in West Ocala, as well as parts of the Brownfield Expansion Area.

**ii. Economic Effects of Brownfields.** In West Ocala (target area), brownfields are both a product of and a contributor to economic decline. Vacant and underutilized commercial properties, deteriorating housing stock and poorly maintained properties include sites that are contaminated or are perceived to be contaminated. This deters investment and contributes to an overall atmosphere of blight. The community becomes depressed both in economic value and spirit. West Ocala residents face chronic economic distress; recent economic downturns have left behind abandoned and uncharacterized brownfields, threatening the health and welfare of the population, hampering economic growth, and decreasing tax revenue. Incomes and property values have declined with job loss and plant closures, while unemployment, poverty and crime have risen. Due to their economic circumstances, most of these residents do not possess the mobility or tools needed to elevate and insulate themselves from the combined effects of economic depression and poor environmental and health conditions.

Lagging property values and high vacancy rates in West Ocala have contributed to the contraction of the City budget; \$43,737,917 (11%) over five years despite a recovering economy. Job losses directly associated with brownfield sites identified in West Ocala equate to 1,831 from 2007-2012. Crime rates within West Ocala are another byproduct of blight, disinvestment and poverty associated with brownfields and a loss of economic opportunity. In 2015, crime in West Ocala accounted for 32.2% of citywide offenses, while the population is just 20% of the city. The average cost per officer man hour (according to police data) is \$38 an hour. The Ocala Fire Department reported 65 fires in the six month period preceding this application for total losses of \$1,653,640. The current economic conditions have resulted in job losses, a



disproportionate gap in minority-resident incomes, increased poverty, elevated costs to provide fire and police services, reduced tax revenues (from brownfields with delinquent tax bills and from ensuing blight which has drained residual values) and a strained municipal budget. These economic conditions drain local resources, leaving little to address brownfields.

## 2. PROJECT DESCRIPTION AND FEASIBILITY OF SUCCESS

### a. Project Description, Timing and Implementation

**i. Project Description and Alignment with Revitalization Plans.** Ocala is requesting \$200,000 in brownfields hazardous substance assessment funding and \$100,000 in petroleum assessment funding from the US EPA to address additional assessment activities within the targeted area of West Ocala. **The proposed project was initiated from and directly aligns with recently updated community revitalization plans;** the Ocala 2035 Vision Plan, West Ocala Community Plan, City of Ocala Comprehensive Plan, Future Land Use Map and Economic Development Plan. The Ocala 2035 Vision Plan identified the need for brownfield revitalization within the target area through extensive community engagement in 2010. The brownfield program is specifically identified as a priority in the Economic Development Plan, adopted on October 15, 2013. The City adopted a West Ocala Community Redevelopment Area Plan in 2015 to provide a funding mechanism for infrastructure improvements, although it will take some time to realize any significant monies from that program. In 2013, the City revised its Future Land Use categories to better accommodate adaptive reuse of properties in need of revitalization. The new categories allow for more mixed use, higher intensities, higher densities and flexibility for new development and redevelopment. Mixed uses are permitted in all categories in varying degrees. For example, Royal Oak & Phoenix Heights (Sites 2 and 3), known for actual and perceived contamination, are located within the Medium Intensity land use category, with public transit lines and schools nearby. The ideal development scenario would be a Main Street mixed use concept with retail uses on first floors of buildings and office or residential uses on upper floors. The pedestrian realm would be comfortably walkable, with public gathering and green spaces sprinkled throughout. Site 1, currently a vacant, abandoned gas station and hotel, has a Future Land Use of Employment Center. Its location would make it suitable for a mixed use retail and office center, or a modern conference hotel. The Smallwood Junkyard (Site 4) also has Employment Center land use, but its location is better suited to a workforce housing mix of smaller single family units, multifamily units and residential support business uses along the major street. The assessment and cleanup of brownfields within West Ocala will further the goals and priorities of these plans and programs. **These projects support redevelopment strategies that incorporate equitable development** (benefiting ALL Ocala residents), **and sustainable practice/livability principles** (through infrastructure reuse, protection of natural resources, reductions to reliance on vehicular use and creation of walkable communities).

**ii. Timing and Implementation.** Timing and implementation of the key activities for the proposed project are outlined below to demonstrate the City's capacity to expend all grant funding within the three year project period. Additionally, we have identified the responsible person(s) for implementing and completing each of the project activities. **(a) Contractor procurement.** The City plans to prepare for a contractor RFQ in January 2017 prior to notification of grant awards. Because the City's RFQ process typically takes 30 days, the City has elected to advance these efforts and save project period time. Contractor procurement will be completed in full compliance with state and federal guidelines 2 C.F.R. 200 and EPA's rule 2 C.F.R. 1500. Internal steps and approvals required will include competitive bid processes. **(b) Site inventory, identification, and prioritization/selection process.** West Ocala worked with City staff as a community to inventory 45 brownfield sites in the target area in the City's GIS based OBIS program. The site selection and prioritization process considered the ability of sites to meet EPA Eligibility Criteria, allow for Site Access, exhibit potential for timely progress, provide for economic development (Job Creation & Taxable returns), meet Affordable Housing, Social Needs and Health Care goals, create Open Space/Green Space, include Green Infrastructure (Habitat Restoration, Storm water Enhancements and Watershed Protection),



include Sustainable Development and Smart Growth principles (Renewable Energy, LEED Development, Mixed-Use Development, Transportation Oriented Development), and represent Community Driven Projects (Community Based Organizations) within this Environmental Justice Community. (c) **Site access.** In order to maximize the three year timeframe of the grant period, the Brownfields Advisory Committee has solicited access to several possibly contaminated sites as part of its preliminary site selection process. This will allow for assessment work to begin immediately after award and work planning is complete. While initial sites are assessed, the City will solicit site access for other prioritized properties that are privately owned. To facilitate access, property owners will be provided information on the benefits of participation in the assessment program and will be individually invited to community/public meetings. Legal mechanisms are also available.

**b. Task Descriptions and Budget Table**

Time from Award	Actions	Responsible Parties	
<i>Pre-Award Activities</i>			
<b>Pre-award</b>	January 2017	Issue RFP for Environmental Consultant. (60 day bid process)	City Staff
	April 2017	Brownfields 101 Workshop by West Ocala Brownfield Advisory Board	City Staff
<b>0-6 months</b>	<---2 months	Workplan Completion < 60 days after award date	City Staff
	0-6 months & ongoing	Prepare Quarterly Report submissions; Plan & conduct community involvement activities. Conduct first of six (6) public meetings/public events.	City Staff, Adv. Board, CBO Partners, Public – ALL
	3-6 months	Site Selection Priority Process established and implemented	ALL
<b>Years 1 &amp; 2</b>	4-9 months	Phase I activities initiated on high priority sites	City Staff, Consultant
	4-9 months	ACRES forms completed within 30 days of site ID	City Staff, Consultant
	4-9 months	Develop generic QAPP and written Community Involvement Plan	City Staff, Consultant, Advisory Board
	Quarter 2	QAPP and SAP submitted to EPA/State for approval (EPA/State review 4 weeks)	City Staff, Consultant
	Quarterly	Assess to ensure on target to meet established year end goals; if not inform EPA-PO	City Staff, Consultant, Advisory Board
	Quarterly	Phase I reports are being finalized/ACRES forms are being updated; Update local officials	City Staff, Consultant
	9-15 months	Phase II is initiated	City Staff, Consultant
	Ongoing	Phase II reports are being finalized/ ACRES forms updated	City Staff, Consultant
	Ongoing	Phase I planning to Phase II initiation cycle for community-wide grants repeats Year One	ALL
	16-24 months	(Continuing) Sampling & Analysis Plans (SAPs) submitted to EPA/State for each property	City Staff, Consultant
Ongoing & beyond	Begin clean-up planning (ABCA) on sites where cleanup funds may be desired; Submit to EPA /State for review/comment; Begin securing/seeking financial support for cleanup	ALL	
<b>Year 3</b>	25-34 months	Final expenditures to be made; Final activities completed; Ensure all final data and input for reports are collected; ACRES input finalized	City Staff, Consultant
	34-36 months	Closeout	City Staff



**i. Task Descriptions**

**TASK 1 – Assessment** includes the following contractual costs for Environmental Site Assessment activities (ESAs) at selected sites: 12 ASTM-AAI compliant Phase I’s @ \$3,250 each for a total of \$39,000; 1 Generic Quality Assurance Plan (QAPP) @ \$4,500; 6 SS-QAPPs @ \$3,000 each for a total of \$18,000; 6 Phase II’s @ an average cost of \$24,750 each for a total of \$148,500. Task 1 total: \$210,000 (\$140,000 hazardous substances; \$70,000 petroleum). Cost estimates are based on research conducted in preparation for this proposal. Phase II ESA cost will vary due to the size, complexity and contaminants. Phase I/II funds may be used for Asbestos and Lead Based Paint surveys on brownfields properties. All listed costs are contractual expenses. Time and effort of City staff is considered in-kind leveraged services.

**TASK 2 – Remediation/Reuse Planning** includes the development of site appropriate remediation/reuse plans to reduce risks to health & environment for selected sites in consideration of community vision & goals. Six (6) Analysis for Brownfields Cleanup Alternatives (ABCAs) or reuse plans @ \$6,500 each in contractual services for a total of \$39,000 (\$26,000 hazardous substances; \$13,000 petroleum).

**TASK 3 – Outreach** includes the creation of a West Ocala Community Involvement Plan (\$4,000 contractual services); \$8,000 in travel funds to supplement travel funds from other sources for 2 staff members to attend national/regional brownfields-related training conferences and workshops; and, \$18,000 in contractual service to host 6 outreach events, which will include community-wide meetings and focus groups (\$3,000 per event). Total Task 3 - \$30,000. (\$20,000 hazardous substances; \$10,000 petroleum)

**TASK 4 – Programmatic Support** City staff will directly oversee grant implementation and administration with contractual support to ensure compliance with EPA cooperative agreement terms & conditions. Staff will track program progress, complete EPA quarterly reports, MBE/WBE forms, & update EPA ACRES database. Total Task 4 – \$21,000 for contractual services for programmatic support (\$14,000 hazardous substances; \$7,000 petroleum).

**ii. Budget Table**

	<b>TASK 1</b> Phase I/II Assessments	<b>TASK 2</b> Cleanup Plan/ABCA	<b>TASK 3</b> Outreach	<b>TASK 4</b> Programmatic Support	<b>Total</b>
<b>Hazardous Substances</b>					
<b>Personnel</b>					
<b>Travel</b>			\$5,000		\$5,000
<b>Supplies</b>					
<b>Contractual</b>	\$140,000	\$26,000	\$15,000	\$14,000	\$195,000
<b>Total (HS)</b>	\$140,000	\$26,000	\$20,000	\$14,000	\$200,000
<b>Petroleum Products</b>					
<b>Personnel</b>					
<b>Travel</b>			\$3,000		\$3,000
<b>Supplies</b>					
<b>Contractual</b>	\$70,000	\$13,000	\$7,000	\$7,000	\$97,000
<b>Total (Pet)</b>	\$70,000	\$13,000	\$10,000	\$7,000	\$100,000

**c. Ability to Leverage.** Assessment Grant funds are vital for catalyzing brownfield redevelopment because they fund initial site assessment needed to support project feasibility, design, liability management, and remediation planning. However, this redevelopment support alone is rarely sufficient to ensure a successful redevelopment. Human and financial capital in the form of in-kind services, grants, loans, tax abatements and credits, and private investment are equally valuable in making a project economically feasible by paying for additional environmental assessments and remediation, hazardous materials assessment and abatement, demolition, site preparation, and infrastructure upgrades. The City has the staff and qualifications to effectively manage and support brownfield redevelopment as demonstrated through its many years of



proven success, particularly in the arena of leveraging city, state, private and local resources. The Assessment Grant funds will provide the needed stimulus to move West Ocala's brownfield redevelopment program forward, promoting economic growth opportunities as directed by the West Ocala Community Plan, and generate outputs that provide prerequisite levels of environmental assessment for entry into other assessment, cleanup, and site development funding sources. The following existing local, state and federal resources complement the requested assessment funds in stimulating the revitalization of West Ocala: A **\$5 million St. John's Water Management District (SJWMD) grant** was awarded in 2015 (**matched by another \$5 million in local funds**) to assist the City in removing West Ocala residents from private wells and septic systems and onto public water and sewer facilities. To date, 248 septic systems and 75 private wells have been contracted to be taken off line. In both FY2016 and FY217, \$50,000 of locally funded **Business Improvement Program Grants** were provided to West Ocala businesses to improve exterior facades. Significant **CDBG grant funds** have been expended in West Ocala. In 2015, \$501,000 was spent in the targeted community in direct service to 44 households (housing preservation 70%; weatherization 25% and purchase assistance 5%). To improve recreational opportunities within the target area, the City is adding a **Splash Pad at Lillian Bryant Park** (currently under construction adjacent to Site 2). This project leverages **\$390,000 in General Revenue City funds**. In order to prepare the area around the former Royal Oak Charcoal plant (Site 2) for redevelopment, the **City has expended \$67,000** to purchase Phoenix Heights parcels and demolish existing structures.

In addition to the local sources of funding identified above, the City will leverage Florida DEP incentives which include the **Voluntary Cleanup Tax Credit Program** (up to 50% tax credits for cleanup and assessment); **Brownfields Building Materials Sales Tax Refund** (refund of sales tax for overall affordable housing/redevelopment projects); **Brownfields Job Bonus Refund** (\$2,500 tax refund/each new job created); **Brownfields Loan Guarantee Program** (up to 50% loan guarantee for brownfields projects, 75% for brownfield projects with affordable housing component or healthcare); and **Brownfields Liability Protections**. These state incentives are intended to encourage redevelopment of environmentally stigmatized properties, make redevelopment feasible, and result in positive financial impact on many redevelopment projects. The project will seek to market these programs as a means of attracting potential developers and investors. These incentives have been successful in encouraging Brownfields cleanup and redevelopment throughout the State. The City's ability to leverage funding is further demonstrated by its success in completing the redevelopment initiatives in the City's Downtown Community Redevelopment Area (CRA). Initiatives in the Downtown CRA have yielded a property value increase of \$48,917,291 between 2005 and 2015.

Please refer to Appendix A for documentation of Ability to Leverage.

### 3. COMMUNITY ENGAGEMENT AND PARTNERSHIPS

#### a. Engaging the Community

**i. Community Involvement Plan.** Ocala benefits from an engaged local community who have provided public input and participation in the guiding initiatives to date, including the Ocala 2035 Visioning Plan and West Ocala Community Plan, which involved extensive discussion and recommendations for brownfield redevelopment. The City will continue its tradition of seeking meaningful input from all members of the target community in its brownfield program and will leverage the resources of its project partners (see section 3.c.) to encourage involvement and outreach/education. The City and its newly formed, eleven member Brownfields Advisory Committee, made up of concerned citizens, professionals and business owners recruited by means of their engagement in current civil and business organizations will lead these efforts. As discussed under project description, the City will prepare a formal Community Involvement Plan (CIP) as a first step in the execution of the proposed project. The CIP will outline planned community engagement activities, schedule, project background, and key players. Drafts will be made available for review by all interested parties. Input will be sought on assessment and cleanup site selection, cleanup alternatives, and reuse planning. The CIP for this project will be compatible with and will be built



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

**ii. Communicating Progress.** Public participation is critical in assuring successful implementation of the brownfields program. The proposed communications strategy is multifaceted, involving property postings/community notification signage, announcements, brochures, public meetings and presentations to community organizations (civic clubs, neighborhood improvement organizations, business associations, with individuals/groups of stakeholders). Community service announcements will be made on the City's website and local public radio stations such as 98.5 WKTK, as well as neighborhood newspapers, *Ocala Star Banner* and local online news outlet, *Ocala Post* (<http://www.ocalapost.com/>). **Website and brownfields links have already been implemented to communicate with the public and to seek input on identifying brownfield sites.** The grant Work Plan and final budget will be posted on the City website and hard copies will be available at City Hall and the Public Library to ensure access for those without a computer, internet technology, or experience. Document availability and solicitation of comments will be announced to the public via the City's website, the media outlets discussed above, and notifications to key community groups identified in Section 3.b. Comments regarding the proposed project and allocation of grant funds will be accepted verbally, via electronic communication (including through the Facebook and LinkedIn pages), in writing, and will be publicly discussed during public meetings. A minimum of six (6) public meetings/events are planned at project milestones including 1) project kick-off; 2) following Work Plan approval; 3) completion of the site inventory; 4) upon completion of Phase I ESAs; 5) upon completion of Phase II ESAs; and 6) at the close of the project. Additional meetings and presentation of project information with organizations and interest groups will be offered throughout grant implementation. The City will provide bilingual printed materials (English/Spanish) and will utilize bilingual staff for translation to the growing Hispanic resident population within West Ocala. The City will continue to evaluate the public involvement activities to ensure communications are appropriate and effective.

**b. Partnerships with Government Agencies**

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

**ii. Other Governmental Partnerships.** Other governmental partners include the U.S. Department of Housing and Urban Development (HUD), with active CDBG and HOME monies, and the State of Florida, with SHIP funds currently at work to provide safe, quality, affordable housing within West Ocala; Florida DOT, which has planned intersection and roadway improvements on SR40 and MLK Jr. Avenue during the project period; the St. Johns River Water Management District, which is providing \$5M in grant funds (with a \$5 million local match) to take substandard well/septic systems off line and convert to municipal water and waste service citywide (75 wells; 248 septic systems addressed to date); the Marion County Health



Department, which provides immunization services and lead screening for all Marion County residents; the City’s Code Enforcement and Planning Boards, which assist with the enforcement of property maintenance, safety codes and updating zoning and land use codes to allow for flexible and adaptive land reuse; and lastly, the City’s local police and fire departments which work to secure brownfield properties and ensure safety of residents in the West Ocala target area.

**c. Partnerships with Community Organizations**

**i. Community Organization Description & Role**

Community Based Organization	Description	Role
Governor’s West Ocala Neighborhood Revitalization Committee	Neighborhood Association	Community Input & Advocacy
Habitat for Humanity	Non-Profit	Program Promotion, Service on Brownfields Advisory Committee
Chamber & Economic Partnership	Non-Profit	Business Attraction, Retention
Heart of Florida Health Center	Non-Profit	Medical Data, Monitoring
North Magnolia CRA Advisory Committee	City Advisory Board	Brownfield Advisory Committee training & support
West Ocala Business Alliance	Non-Profit	Local Business Support
Brownfields Advisory Committee	City Advisory Board	Identification & Prioritization of Sites; Citizen Education
Ocala Leadership Group	City Advisory Board	Citizen Education; Champion
West Ocala CRA Advisory Committee	City Advisory Board	Site Prioritization
CareerSource Citrus Levy Marion	Non-Profit	Workforce Services
Ocala Main Street	Non-Profit	Economic Development Guidance

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

**d. Partnerships with Workforce Development Programs.** The City of Ocala has a strong relationship with CareerSource Citrus Levy Marion, a local non-profit job training/development organization that promotes local hiring and procurement to link members of the community to potential employment opportunities resulting from the brownfields assessment, cleanup, and redevelopment of properties within its Brownfields Program.

**4. PROJECT BENEFITS**

**a. Welfare, Environmental, and Public Health Benefits.** As described in Section 1, the West Ocala target area is challenged by a myriad of social, environmental and public health issues (blight, disinvestment, poverty high crime and poor public health outcomes) exacerbated by lost industry and associated brownfields. Ensuing blight amidst perceived and known contamination has impacted the public health and welfare and stalled revitalization in a time of nationwide economic recovery. The Assessment Grant will protect public health and welfare by restoring control of contaminated sites through assessment, cleanup, and strategic redevelopment. Restoring control removes threats and eliminates exposures, critical steps for protecting the general public and sensitive populations. Threats to residents can be mitigated by (1) bringing these sites and associated hazardous materials to the public’s attention, (2) completing site assessments that identify the presence and extent of contamination, and (3) directing remediation and redevelopment to re-establish site control through engineering and/or institutional controls. The examples presented below describe the benefits expected to be realized through redevelopment of previously-identified brownfields with suspected contamination: Reductions in crime and the removal of public safety hazards/attractive nuisance benefits are expected with the removal of dilapidated, obsolete structures at brownfield sites; Diversified, living wage employment opportunities that will boost income levels and healthcare options for target area residents (specifically at Sites 1 and 2, distribution centers, customer service centers, professional



offices); Expansion of goods and services within the target area (specifically healthcare providers/physician offices at Site 5 and a fresh food grocery anchored neighborhood shopping center at Site 6); Additional recreational amenities within the target area (such as the splash pad at Lillian Bryant Park); and, Expansion of quality, affordable housing options for target area residents at Site 3.

**b. Economic and Community Benefits.** Brownfield redevelopment is a key element of West Ocala's economic recovery. The socio-economic needs previously identified (unemployment, poverty, depressed property values, reduced access to goods and services, and costs to secure and police) have largely resulted from lost industry and the associated brownfields created. To ensure long-term gains, the City's site prioritization criteria includes an analysis of the site's ability to provide economic benefit/remedy for these needs through private investment, economic vitality, job creation, and contributions to the local tax base. Through extensive visioning, planning and engagement efforts, the City has focused its brownfield redevelopment program on diversifying its employment base in professional, retail, and service sectors to limit the effects of drastic economic swings and disproportionate impacts from a particular market sector that the community has previously experienced. The priority sites presented within this application exemplify this strategy. It is expected that some grant-funded assessments will determine that certain perceived "problem-properties" do not require cleanup, yielding sites available for immediate redevelopment as much-needed professional, commercial, and affordable workforce housing.

Future taxes generated through redevelopment within West Ocala will be captured through tax increment financing programs, providing a self-sustaining source of local leverage to fund additional redevelopment activities (demolition, remediation, abatement, etc.) that will stimulate more projects, in turn, generating more new taxes. Increases to the City's operating budget will directly result in expanded services to residents. The combination of these opportunities is expected to improve living conditions and quality of life to all of West Ocala's residents. Additional benefits realized by those living in the Target Area include the elimination of blight and improved environmental quality and safety of the West Ocala neighborhood. Activities supported by the Assessment Grant will enable the City to meet the West Ocala Community Plan goals of stabilizing and diversifying the local economy, increasing income and property tax revenues, and increasing new employment opportunities to expand and diversify the City's workforce.

## **5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE**

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

**b. 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 2010 through 2015, Ocala expended \$40,500,972 in state and federal grant awards. The corresponding years of audits indicate Ocala complied in all material aspects with grant/award requirements. The City's Revitalization Strategies Department is tasked with undertaking economic development, redevelopment, and reinvestment initiatives, and to oversee the brownfields program. Staff's combined total of over 80 years of economic development experience and leveraging brownfields funds assists in redevelopment and job creation. **John Zabler** is the City Manager and Revitalization Strategies reports to him. Mr. Zabler has more than two decades of experience in municipal and county government. This experience includes public works, recreation and parks, fleet management, solid waste management, special taxing districts, animal and mosquito control, facilities maintenance, golf courses and toll collection. **Melanie Gaboardi is the Director of Revitalization Strategies; management for this application will be under her direction as the Project Director.** Ms. Gaboardi has over 20 years of contract administration experience and also possesses 14 years federal/state/local grant administration, including the successful implementation and reporting of various grants. She currently oversees the City's affordable housing grant (SHIP/CDBG) programs. **Lisa Walsh, Manager, Economic Development will serve as Project Manager** and will manage the day to day grant activities. Ms. Walsh has 16 years of experience in Community Planning and has been involved with brownfield redevelopment planning in the



West Ocala target community since 2011. **Sean Lanier, PE, City Engineer/Director Water Resources will serve as the Technical Lead** overseeing the technical aspects of this project. Mr. Lanier has expertise in civil and structural engineering, including design, project management and construction management; and a demonstrated leadership ability to lead multi-disciplined engineering and construction project teams. Mr. Lanier is a licensed professional engineer as well as a Certified Flood Plain Manager. **Tye Chighizola**, Director of the Growth Management, has served the City for 26 years and will assist the core project team identified above. As Planning Director, he drafted the original Brownfields Grant in the late 1990s. Mr. Chighizola 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. The City will utilize existing staff as project managers and will solicit the services of a qualified environmental firm (in compliance with State and federal (2 C.F.R. 200 and EPA's rule at 2 C.F.R. 1500) procurement procedures) as technical experts to deliver essential project activities.

**c. Measuring Environmental Results: Anticipated Outputs/Outcomes.** In order to evaluate its progress, the City will measure and track/document the listed outputs and outcomes. Once a site has been determined to be eligible, it will be entered into the Assessment, Cleanup, and Redevelopment Exchange System (ACRES). ACRES profiles will be updated following completion of Phase I and II ESAs, QAPPs, ABCAs, remediation, and/or redevelopment activities. To track and measure progress the City will: (1) evaluate project achievements against those incorporated into the grant application and work plan; (2) determine if the project has resulted in an improved site (acquisition/transfer/redevelopment); and (3) report the outputs of the grant in quarterly and annual reports to the EPA and track the following outcomes and outputs to a regularly updated project spreadsheet. Measurable outcomes: number of acres of land assessed, number of jobs created/retained and tax revenue generated; number of acres of property remediated; quantity of leveraged funding (public and private), number of acres of property redeveloped, number of new jobs and tax revenue generated; quantity of redevelopment investment value, and acres of parks and greenspace preserved and created. Measurable outputs: number of community meetings held, number of ABCAs completed, number of brownfields identified, number of Phase I and II ESAs completed, number of sites where cleanup planning was conducted. The City will adjust its project approach if it becomes evident that the project is not generating the expected outcomes.

**d. Past Performance and Accomplishments**

**i. Currently or Has Ever Received an EPA Brownfields Grant**

**1. Accomplishments.** The City has received the following EPA Brownfields grants:

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

The City initiated its brownfields program in 1996 when the concept was just beginning to gain national attention. Ocala's Brownfields Area (OBA) covers approximately 7.8 square miles. The downside of small development is the profusion of smaller parcels with potential contamination distributed throughout a wide area; this situation makes it necessary to investigate numerous sources of pollution and hazardous substances. The vast number of sites that have been identified in the City's Community Redevelopment Area (CRA) and West Ocala indicates a larger environmental issue which must be addressed. The economic and physical health of the community, and its goals for redevelopment, must be considered in order to achieve community revitalization.

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 Brownfield 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 700 new jobs were created and the larger of the two Brownfields sites was nominated as one of USEPA's Region 4 sites for the 2009 National Phoenix Award. The long-range plan is to cleanup and redevelop dilapidated areas along Ocala's major corridors, both environmentally and physically. Several sites that stood vacant for years were made marketable through Renew Ocala. The City of Ocala will provide 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 residents. Grant funds have been utilized in **47 private sector projects and 1 city-related project**. Some examples of the City's successful brownfield projects and their current values include: Merchant's Park, former electric motor repair shop, converted to green space with a walking trail (\$44,054); The former White's Meat Packing Plant, \$15 million acquisition/construction project with 500+ jobs (\$4,263,027); Performing Arts Conservatory of Ocala, a former newspaper publishing & distribution center, redeveloped property which created 8 new jobs (\$476,549); former City Yard converted to Retention Pond to assist with storm water run-off downtown (\$122,754); nine new affordable homes have been constructed by Habitat for Humanity in the Phoenix Heights subdivision. This is adjacent to the former charcoal plant, which this application seeks to assess (\$515,891); the former Taylor, Bean & Whitaker Document Processing Center, now home to a call center employing 500+ as a result of City's acquisition and removal of buildings on long vacant petroleum impacted site (\$2,164,851); the former Taylor, Bean & Whitaker/Maslow Insurance office has been converted to a second call center operation with over 300+ new jobs created (\$920,677).

**Program Accomplishments.** Since 1999, Renew Ocala brownfields program accomplishments include: Developed program for community education/involvement/accessibility on environmental issues; Assembled two continuing Brownfield Advisory Boards of diverse community stakeholders; Provided a program for community environmental stewardship, public input on environmentally-distressed sites and the maximum use of existing infrastructure; Established over 1,300 new jobs; Brownfield property transactions totaling **56+ acres** and **\$15,954,325** in property values, an increase of hundreds of thousands of dollars in annual tax income; **Brownfield Sites: Phase I ESAs - 48 Sites; Phase II ESAs - 16 Sites; Cleanup - 3 Sites**; Expanded the Brownfields Areas to include Environmental Justice in a minority district; Established ongoing partnerships with numerous community redevelopment organizations; Assisted in leveraging over \$12,908,058, since 2014 in redevelopment funds; Nomination for the national Phoenix Award for a major redevelopment project.

## **2. Compliance with Grant Requirements**

As exhibited above, the City has had a very successful program during the past 12 years. However, in 2008, the City's program was challenged by the loss of its program director, George Roberts. The program suffered as a result and the City was not able to expend its award funds within the project period. The City recognizes this weakness in its past program management and has taken several steps to correct it, including improved record keeping, staff cross-training and engineering staff overlap within its project management. Program activity responsibilities are now shared between multiple staff members with substantial overlap. In addition, the City has found new champions within its staff to propel the program forward. The staff has manually entered all property profile forms into the EPA ACRES database making program information easily accessible to both EPA program officers and City staff, which have received training on the system. The City's GIS-based Ocala Brownfield Information System is a user friendly, central database within the City that allows for easy tracking and management of its brownfield properties. The City has conducted an extensive inventory to update information and is anxious to move forward again.



## **TABLE OF APPENDICES**

**A DOCUMENTATION of LEVERAGE**

**B LETTERS OF COMMITMENT - COMMUNITY  
BASED ORGANIZATIONS**

**C THRESHOLD CRITERIA**



**Appendix A**

**DOCUMENTATION OF LEVERAGE**

**CITY OF OCALA**  
**CONTINUING PROFESSIONAL SERVICES**  
**CONTRACT WORK ORDER**

WORK ORDER NUMBER: **RVS17-001**

EFFECTIVE DATE: 10/20/2016

  
\_\_\_\_\_  
Contract Manager  
Approval / Initials

**Project Title:** Phase I Environmental Site Assessment for the Royal Oak property located at 1971 NW 17th Street, PID 21944-000-00.

To: *Greenman-Pedersen, Inc.*  
328 NE 1st Ave, Suite 200  
Ocala, FL 34470

**ENG/15-012**  
V = 046679

Attn: *Mr. Bob Titterington*

**FUNDING SOURCE:** **GF RVS Economic Development Professional Services**

**EXPENDITURE ACCOUNT NUMBER:** **001-16-711-559-31010**

In accordance with ROQ 11-004 and the executed City Council Agreement you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount shall not to exceed **\$5,250.**

Requested By: *Melanie Spooradi*  
Originating Department Director

Date: 10/21/2016

Approved By: *Andrea Wilson*  
Deputy or Assistant City Manager

Date: 10/21/16

# **GPI** Greenman-Pedersen, Inc.

Engineering and Construction Services

October 17, 2016

P-2016-225



Development Services Fiscal Coordinator  
City of Ocala Growth Management Department  
201 SE 3rd Street, 2nd Floor  
Ocala, FL 34471

Attn: Ms. Holly Lang

Re: Proposal to Provide Phase I Environmental Site Assessment Services

Dear Ms. Lang:

Pursuant to your request, Greenman-Pedersen Inc. (GPI) is pleased to provide you with this proposal to perform a Phase I Environmental Site Assessment (ESA) for the property located at 1921 NW 17th Street (Parcel No. 21944-000-00), Ocala, Florida, 34475. The intent of the work will be to identify the presence or absence of recognized environmental conditions in connection with this property.

## **SCOPE OF WORK**

### *Phase I Environmental Site Assessment*

GPI will perform a Phase I ESA at the subject property in accordance with ASTM 1527-13. The Phase I ESA will consist of the following four subtasks:

- Task 1 – Records Review
- Task 2 – Site Reconnaissance
- Task 3 – Interviews
- Task 4 – Preparation of a Phase I ESA Report

A description of these subtasks is provided below.

#### Task 1 – Records Review

GPI will obtain and review records that will provide information concerning historical ownership and use of the property and will help identify recognized environmental conditions (RECs) in connection with the property. These records must be reasonably ascertainable and practically reviewable.

GPI will review local, state, and federal record sources relating to the presence or occurrence of facilities or releases involving solid and hazardous waste, and petroleum products on the property and/or properties occurring within the approximate minimum search distances established in ASTM E-1527. An environmental database service company will be contracted to

provide a site-specific environmental database search report for the subject property and vicinity. State and Federal record sources to be reviewed include:

- Federal NPL list (1.0 mile radius)
- Federal CERCLIS list (0.5 mile radius)
- Federal RCRA TSD facilities list (1.0 mile radius)
- Federal RCRA generators list (0.25 mile radius)
- Federal ERNS list (0.05 mile radius)
- State list of Hazardous Waste sites (1.0 mile radius)
- State list of Solid Waste Disposal sites (0.5 mile radius)
- State list of Leaking UST sites (0.5 mile radius)
- State list of Petroleum and Chemical Bulk Storage Tank Sites (0.25 mile radius)
- State list of Spills (0.125 mile radius)

Available records maintained by local agencies, including the school district, municipal building, assessors and fire departments and County environment, planning and/or health departments, will also be reviewed for the subject property and nearby properties, as necessary.

GPI will review records that help describe the physical setting of the subject property, including:

- USGS topographic maps
- Maps of surficial and bedrock geology
- Maps of soil units
- State and Federal wetland maps
- Flood insurance rate maps
- Existing site plans

GPI will review historic records that help describe past uses of the property and adjacent lands. These may include:

- Aerial photographs
- Fire insurance maps
- Property tax files
- Land title records
- City directories
- Building department records
- Zoning/land use records

GPI will review the results of previous environmental and/or regulatory investigations, studies, or inspections completed on the property, to the extent that such results are available. Based on a preliminary review of the Florida Department of Environmental Protection's electronic document management system there are almost 70 individual records that date back to 2006 that will require review for this ESA. A summary of key findings from the previous assessments/investigations will be included in the ESA report.

➤ **Task 2 – Site Reconnaissance**

GPI will perform a site reconnaissance to visually identify current, or evidence of past, recognized environmental conditions in connection with the subject property at the time of the site visit. During the site reconnaissance, GPI will search for and attempt to identify:

- Current and past use of the property and adjoining parcels
- The physical setting of the property including a general description of structures and improvements
- Evidence of hazardous waste or petroleum product generation, storage, treatment, or disposal
- Storage tanks
- Strong or noxious odors
- Pools of liquid
- Drums
- PCBs, drains, sumps, pits, ponds or lagoons
- Stained soils/surfaces and/or stressed vegetation
- Solid waste
- Waste water and storm water discharges
- On-site septic systems
- On-site groundwater monitoring wells
- Evidence of controlled substances

➤ **Task 3 – Interviews**

GPI will conduct interviews with current and past owners, employees, or other knowledgeable persons (to the extent that these persons are available) to determine the physical characteristics of the property and past operations and practices conducted at thereon. Furthermore, GPI will attempt to interview local government officials to obtain information regarding recognized environmental conditions in connection with the property.

The interviews will include questions regarding the following:

- Identification and length of occupancy of the interviewee
- Changes or additions to prior assessment information
- Environmental documentation reports with regard to the property
- Environmental permits or UST registration for the property
- Current and/or past activities and practices
- Site activities involving the use, storage, treatment, disposal or generation of hazardous substances or petroleum products

➤ **Task 4 – Preparation of Phase I ESA Report**

GPI will prepare a report to document our findings regarding recognized environmental conditions in connection with the property and will provide the Client with a PDF copy of the report. The report will include a concise summary of the scope of work, and will present information obtained as a result of the record search, interviews and site reconnaissance. The

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report will also include appropriate documentation that supports our opinions and conclusions, and credentials of those environmental professionals who performed the assessment. Lastly, the report will be accompanied by recommendations for further investigation and/or corrective action, if warranted.

## OTHER SERVICES

The implementation of this scope of work does not include the execution of pressure testing of any USTs, penetrative or surface geophysical investigations, or the collection and analysis of groundwater, surface water, or soil samples for the purpose of characterizing physical or chemical conditions existing at the property. This proposal does not include any sampling to confirm the presence or absence of mold, radon gas or other soil vapors. Should any of these additional services be warranted based upon the results of the scope of work described herein, they may be provided under the auspices of a supplemental work authorization outlining the scope and fee of the requested services, which will be submitted to the Client for review and approval prior to the initiation of the additional work.

## CONDITIONS AND ASSUMPTIONS

It is important to note that observations made during the reconnaissance of the property may be limited by potential site conditions (e.g., heavy brush, overgrown grass) and access restrictions at the time of the site reconnaissance. It must also be understood that completion of the scope of work described herein does not guarantee representation of actual property conditions. It is understood that rights of entry and access to the property will be provided to GPI. The Client should also provide all available title search records, environmental liens searches, previous environmental studies, test results, drawings, manuals, regulatory documents, etc. for the subject property in the possession of, available to, or reasonably obtainable by the Client. An environmental lien search is not included in this scope of services.

## PROJECT SCHEDULE AND PROFESSIONAL FEE

GPI can initiate this project following receipt of a signed authorization to proceed and will submit the Phase I ESA report within three weeks of completing the site reconnaissance.

GPI will provide the services described above for a lump sum fee of \$5,250.00, inclusive of expenses. Additional services will be provided at the Client's request at GPI's professional rates in effect at the time the services are rendered.

Should you have any questions or comments concerning this proposal, please do not hesitate to contact us at your earliest convenience.

Sincerely,

Greenman-Pedersen, Inc.

A handwritten signature in black ink, appearing to read "James C. Manzella". The signature is written in a cursive style with a large initial 'J' and 'M'.

James C. Manzella, CHMM  
Project Manager / Environmental Scientist

## ACCEPTANCE

The proposed price for the scope of work described in the agreement is based on GPI performing all services in-house, unless otherwise noted. Please sign this document in the space provided below to acknowledge acceptance. Your acknowledgement of acceptance will result in a contract for services of the terms set forth herein.

### ACCEPTED BY:

Melanie Stewart  
City of Ocala

Date: 10/21/2016

Jessica C. Cioffi  
Greenman-Pedersen, Inc.

Date: 10/21/16

NOTE: Execution of this document constitutes a contract between the client and Greenman-Pedersen, Inc. (GPI) for the services mentioned herein. Payment shall be net 30 days. Interest will be charged at the rate of 0.5% per month for all unpaid work in excess of 90 days past due.

## ATTACHMENT D

### PROGRESS REPORT FORM

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

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

**The following format should be followed:**

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

**Progress for this reporting period:**

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

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

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

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

**Identify any delays or problems encountered:**

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

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

*Sean Lewis*

\_\_\_\_\_  
Signature of Grantee's Grant Manager

*10-18-16*

\_\_\_\_\_  
Date

**ATTACHMENT D**

**PROGRESS REPORT FORM**

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

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

**The following format should be followed:**

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

**Progress for this reporting period:**

There has been no progress made to date.

**Identify any delays or problems encountered:**

Existing grant funds (28128) are still being utilized.

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

  
 \_\_\_\_\_  
 Signature of Grantee's Grant Manager

*10-18-16*  
 \_\_\_\_\_  
 Date

## Capital Projects & Replacements Funding Plan Summary

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



Priority	091                      092                      097                      103						
	*Grants	UNFUNDED AMOUNTS	Other Funding - NON-Capital Funds	3/4 Mill Road Improv.	Fire/Police Improv.	Fire Impact Fees	1/8 Mill Neighborhood Enhan.
<b>RECREATION &amp; PARKS</b>							
1							30,400
2							
3							
4							
5							
6							20,000
7							175,000
8							80,280
9							
10							
11							19,791
12							
13							25,000
14							
<b>TELECOMMUNICATIONS</b>							
1			300,000				
2			48,000				
<b>WATER &amp; SEWER</b>							
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
<b>TOTAL FY2014 CIP REQUESTS</b>	2,626,500	77,500	348,000	2,770,000	-	-	639,811
<b>Total Estimated Cash Balance Forward FY2013-2014</b>	-	-	-	230,093	2,974,888	162,650	200,086
<b>Total Capital Fund Revenue Forecast FY2013-2014</b>	-	-	-	2,543,404	-	16,000	-
<b>TOTAL AVAILABLE FUNDS FY2014-2015</b>	-	-	-	2,773,497	2,974,888	178,650	200,086

\*PENDING GRANT AWARD

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

## Capital Projects & Replacements Funding Plan Summary

Updated:8/1/2014

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

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



## Capital Projects & Replacements Funding Plan Summary

Priority	091 092 097 103						
	*Grants	UNFUNDED AMOUNTS	Other Funding - NON-Capital Funds	3/4 Mill Road Improv.	Fire/Police Improv.	Fire Impact Fees	1/8 Mill Neighborhood Enhan.
<b>Total Cash Balance Forward FY2014-2015</b>	-	-	-	8,852,273	2,839,599	708,439	1,850,831
<b>Total Revenue Forecast FY2014-2015</b>	-	-	-	2,711,140	924,865	106,500	470,904
<b>Total Operating Allocated Funds FY2014-2015</b>	-	-	-	1,062,693	199,975	-	583,318
<b>Total CIP Allocated Funds FY2014-2015</b>	-	-	-	7,193,337	831,679	-	709,952
<b>Total Operating Funds Revenue Forecast FY2015-2016</b>				2,994,193	993,264	89,000	506,731
<b>Total Operating Allocated Funds FY2015-2016</b>				2,800,536	1,510,373	814,939	1,151,583
<b>Total CIP Available Funds</b>	-	-	-	3,501,040	2,215,701	89,000	383,613
<b>AIRPORT</b>							
1 Rental Car Wash Area	-	-	50,000	-	-	-	-
<b>DEVELOPMENT SERVICES</b>							
1 Parking Lot For Site1	-	-	-	-	-	-	-
2 Decorative Street Lights -SE Wenona Avenue	-	-	-	-	-	-	-
3 Bricked Intersection Improvement - SE 8th Street	-	-	-	67,298	-	-	-
<b>ELECTRIC</b>							
1 Overhead/Underground/Lighting Work Orders	-	-	-	-	-	-	-
2 Electrick Feeder Upgrades	-	-	-	-	-	-	-
3 Nuby's Substation Upgrade	-	-	-	-	-	-	-
4 MRMCOil Containment System	-	-	-	-	-	-	-
5 Cable Replacement	-	-	-	-	-	-	-
<b>FACILITIES MAINTENANCE</b>							
<b>FLEET MANAGEMENT</b>						814,939	-
<b>INFORMATION TECHNOLOGY</b>							
<b>PUBLIC WORKS</b>							
<b>Transportation Engineering</b>							
1 Transportation Rehabilitation & Capital Improvement	-	-	-	2,500,000	-	-	-
2 Quiet Zone Extension	-	-	-	80,000	-	-	-
<b>Stormwater Engineering</b>							
1 Stormwater System Rehabilitation and CIP	-	-	-	-	-	-	-
2 Chazel Park Pond & Tusawilla Pond	241,040	-	-	-	-	-	-
<b>RECREATION &amp; PARKS</b>							
1 Downtown Square Ramp	-	-	-	-	-	-	25,000
2 ADA Project	-	-	-	-	-	-	39,585
3 Ocala Regional Sportsplex - Front Fence	-	-	-	-	-	-	27,000
4 Tom's Park - Pave Parking Lot (16)	-	-	-	52,000	-	-	-
5 Jervey Gantt-North Drive Resurface	-	-	-	60,000	-	-	-
6 Discovery Center	-	-	-	-	-	-	15,000



CITY OF OCALA

Fiscal Year 2015-2016 Capital Improvement Plan



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



### Capital Projects & Replacements Funding Plan Summary

Priority	091      092      097      103						
	*Grants	UNFUNDED AMOUNTS	Other Funding - NON-Capital Funds	3/4 Mill Road Improv.	Fire/Police Improv.	Fire Impact Fees	1/8 Mill Neighborhood Enhan.
<b>RECREATION &amp; PARKS CONTINUED</b>							
7							60,000
8							10,000
9							50,000
10							105,500
11							149,230
12							35,000
<b>TELECOMMUNICATIONS</b>							
1			590,000				
2			28,000				
3			75,000				
<b>WATER &amp; SEWER</b>							
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
<b>TOTAL FY2016 CIP REQUESTS</b>							
	241,040	-	743,000	2,759,298	-	814,939	516,315
<b>Total Estimated Cash Balance Forward FY2015-2016</b>							
	-	-	-	6,488,383	2,781,217	89,000	1,017,161
<b>Total Capital Fund Revenue Forecast FY2015-2016</b>							
	-	-	-	-	-	-	-
<b>TOTAL AVAILABLE FUNDS FY2016-2017</b>							
	-	-	-	6,488,383	2,781,217	89,000	1,017,161

\*PENDING GRANT AWARD



CITY OF OCALA

Fiscal Year 2015-2016 Capital Improvement Plan



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



Capital Projects & Replacements Funding Plan Summary

FY 2017

Priority	091 092 097 103 109 120								
	*Grants	UNFUNDED AMOUNTS	Other Funding NON-Capital Funds	3/4 Mill Road Improv.	Fire/Police Improv.	Fire Impact Fees	1/8 Mill Neighborhood Enhan.	Local Gasoline Tax	Sales Tax Fund 1/1/17
<b>Total Cash Balance Forward FY2015-2016</b>									-
<b>Total Revenue Forecast FY2015-2016</b>									-
<b>Total Operating Allocated Funds FY2015-2016</b>									-
<b>Total CIP Allocated Funds FY2015-2016</b>									-
<b>Total Operating Funds Revenue Forecast FY2016-2017</b>									6,009,023
<b>Total Operating Allocated Funds FY2016-2017</b>									6,009,023
<b>Total CIP Available Funds</b>									6,009,023
<b>AIRPORT</b>									
1	Design & Construction new GA Terminal	4,000,000	-	-	-	-	-	-	-
2	Construction of Taxiway A	7,305,900	312,100	-	-	-	-	-	-
<b>DEVELOPMENT SERVICES</b>									
1	Magnolia Street Beautification Project	-	-	-	-	-	-	-	-
2	North Mag. Landscaping & Intersection Improv.	-	-	-	-	-	-	-	-
3	Imagine North Magnolia	-	-	-	-	-	-	-	-
4	Parking Automatic License Reading Program	-	-	-	-	-	-	-	-
<b>ELECTRIC</b>									
1	Overhead/Underground/Lighting W/O FY 17	-	-	-	-	-	-	-	-
2	Primary Cable Replacement FY17	-	-	-	-	-	-	-	-
3	Electric Feeder Upgrades FY17	-	-	-	-	-	-	-	-
4	Sharpes Ferry Sub Power Transformer Replacement	-	-	-	-	-	-	-	-
5	Shady 2 Sub Power Transformer Replacement	-	-	-	-	-	-	-	-
6	Capacitor Control Automation	-	-	-	-	-	-	-	-
7	Silver Springs Substation Rebuild	-	-	-	-	-	-	-	-
8	Substation Equip Upgrades Spare Power Trans.	-	-	-	-	-	-	-	-
<b>FACILITIES MAINTENANCE</b>									
<b>FLEET MANAGEMENT</b>									
<b>INFORMATION TECHNOLOGY</b>									
<b>PUBLIC WORKS</b>									
<b>Transportation Engineering</b>									
1	Transportation Rehab. & Improv. Prog. (TRIP)	-	-	3,500,000	-	-	-	-	-
2	Parking Lot Improv. Program (PLIP)	-	-	110,000	-	-	-	-	-
<b>Stormwater Engineering</b>									
1	Drainage Rehab. & Improv. Program (DRIP)	-	-	-	-	-	-	-	-
<b>RECREATION &amp; PARKS</b>									
1	ADA Plan	-	19,100	-	-	-	26,780	-	-
2	Park Sign Improvements	-	75,500	-	-	-	-	-	-
3	Tuscawilla Park - Parking	-	-	390,000	-	-	-	-	-
4	Discovery Center Improvements	-	-	-	-	-	94,600	-	-
5	MLK, Jr. Recreation Complex Sports Field Lighting	-	-	-	-	-	105,000	-	-
6	Ocala Downtown Market Park	-	60,000	-	-	-	-	-	-
7	Scott Springs Park Improvements	-	25,000	-	-	-	-	-	-
8	Marimere Park Development	-	12,500	-	-	-	-	-	-
9	Lillian Bryant Park Splash Pad	-	-	-	-	-	-	-	-
<b>TELECOMMUNICATIONS</b>									
1	Alternate Network Operation Center (NOC)	-	150,000	-	-	-	-	-	-
2	Commercial Contract Build	-	3,214,222	-	-	-	-	-	-
3	Annual Fiber Builds- Adding Customer Base	-	624,000	-	-	-	-	-	-
4	City-Wide Partial Network Equipment Upgrade	-	125,000	-	-	-	-	-	-
5	Fiber System Over Build	-	150,000	-	-	-	-	-	-
6	City-Wide Telephone Equipment Upgrade	-	450,000	-	-	-	-	-	-
7	Annual Fiber Builds- Road Projects	-	50,000	-	-	-	-	-	-
<b>WATER RESOURCES</b>									
1	Lift Station Improvements	-	-	-	-	-	-	-	-
2	Water/Sewer Line Improvement Program	-	-	-	-	-	-	-	-
3	Water & Sewer Facility Coatings	-	-	-	-	-	-	-	-
4	Hookup Customers To City Water & Sewer	-	-	-	-	-	-	-	-
5	Water & Sewer & Lift Station Reuse Reimb.	-	-	-	-	-	-	-	-
6	WTP Lower Aquifer Test Wells	-	-	-	-	-	-	-	-
7	Air Upgrades WRF #3	-	-	-	-	-	-	-	-
8	Hickory Oaks Water Improvements	-	-	-	-	-	-	-	-
<b>TOTAL FY2017 CIP REQUESTS</b>									11,305,900
<b>Total Estimated Cash Balance Forward FY2016-2017</b>									6,009,023
<b>Total Capital Fund Revenue Forecast FY2016-2017</b>									6,009,023
<b>TOTAL AVAILABLE FUNDS FY2017-2018</b>									6,009,023



CITY OF OCALA

Fiscal Year 2016-2017 Capital Improvement Plan



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

**AGREEMENT FOR WEST OCALA BUSINESS REVITALIZATION & ACCESSIBILITY GRANT PROGRAM**

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

**WHEREAS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Volume I can be obtained by downloading from:**

[http://www.ocalafl.org/uploadedFiles/Public\\_Services/Public\\_Works/Revised-Volume-I-Genl-Cond-for-Construction.pdf](http://www.ocalafl.org/uploadedFiles/Public_Services/Public_Works/Revised-Volume-I-Genl-Cond-for-Construction.pdf)

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

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

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

**14. RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the Work in accordance with the terms of this Agreement and with the terms in "Exhibit A" - Scope of Work. City has the authority to stop Work or to suspend any Work.

**15. CONTRACTOR REPRESENTATIONS.**

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

performance of the Work.

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

**16. EMERGENCIES.** In an emergency affecting the safety of life or property, the Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Contract Project Manager. The Contractor shall file with the City Project Manager the names, addresses and telephone numbers of their representatives who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the City or the Public Inspectors.

**17. INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Contractor is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Contractor performs hereunder.

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

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

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

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

**22. MISCELLANEOUS INSURANCE PROVISIONS.**

A. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

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

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

31.1 If the Commercial General Liability form is used:

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

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

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

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

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

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

independent contractor by reason of this Agreement.

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

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

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

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

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

30. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
31. **FORCE MAJEURE.** No party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.
32. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
33. **NON EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this

Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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

**36. PUBLIC ENTITY CRIMES.** Contractor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted Contractor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Contractor list.

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

If to Contractor:

Tri-City Painting, LLC

Michael E Crook  
Owner  
5933 NE 67<sup>th</sup> St  
Silver Springs FL 34488  
Phone: 352-6181  
Fax: 352-622-2520  
Email: [wepaint45@aol.com](mailto:wepaint45@aol.com)

If to City of Ocala:

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

Copy to:

Patrick G. Gilligan  
Gilligan, Gooding & Franjola, P.A.  
Attorneys at Law  
1531 S.E. 36<sup>th</sup> Ave.  
Ocala, Florida 34471  
Phone: 352-867-7707  
Fax: 352-867-0237  
Email: [pgilligan@ocalalaw.com](mailto:pgilligan@ocalalaw.com)

**38. ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative

costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party

39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

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

41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.
44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
47. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
48. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement,

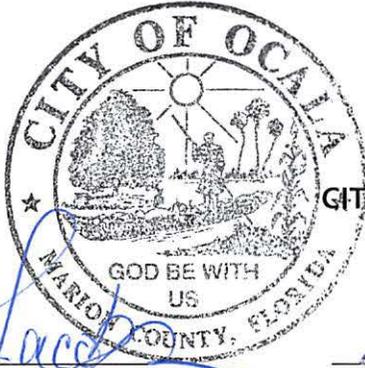
explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the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

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

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

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

**ATTEST:**



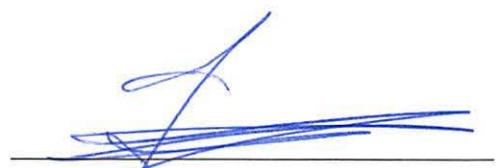
**CITY OF OCALA:**

*Angel B. Jacobs*  
 \_\_\_\_\_  
 Angel B. Jacobs  
 City Clerk

*[Signature]*  
 \_\_\_\_\_  
 ACM Name/Assistant City Manager

**Approved as to form and legality:**

**CONTRACTOR:**



Patrick G. Gilligan  
City Attorney



Michael Crook (Tri-City Painting, LLC)

**PROPERTY/BUSINESS OWNER:**



Mary Washington - Owner

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

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

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

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

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

***Exterior Painting of Mary's Dry Cleaners***

**1.0 GENERAL SCOPE OF WORK:**

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

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

**2.0 SPECIFICATIONS:**

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

TRI-City Paintline

EXHIBIT B - Price Proposal

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

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

COMPANY: TRI-CITY PAINTING LLC  
 ADDRESS: 5933 NE 67TH ST, SILVER SPRINGS 34488  
 FEDERAL TAX ID#: 20-0434058  
 PRINT NAME & SIGN: MICHAEL CROOK *Michael Crook*  
 DATE: 5/10/16 E-MAIL: WEPAINT45@AOL.COM

EXHIBIT C - METHOD OF COMPENSATION  
(PRE-PAYMENT)

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

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

**NOTICE TO PROCEED**

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

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

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

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

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

ACCEPTANCE OF NOTICE:

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

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

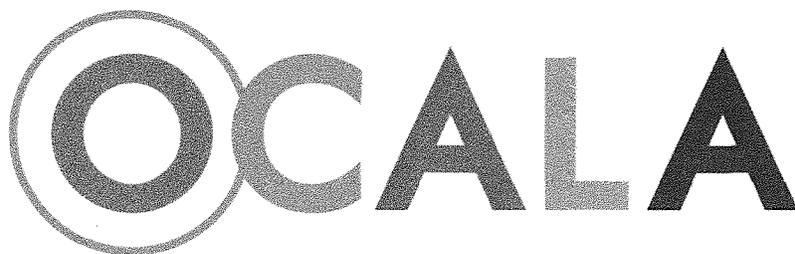
FIRM NAME: Tri-City Painting, LLC

BY: TITLE: *Mike Crook* TITLE: President  
Signature



**Appendix B**

**LETTERS OF COMMITMENT - COMMUNITY BASED ORGANIZATIONS**



8 December 2016

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

Dear Ms. Gaboardi,

The newly re-formed Brownfields Advisory Committee is in full support of the City of Ocala's application for a FY 2017 Brownfields Assessment Grant. The Committee will demonstrate its support by assisting City staff in identifying and prioritizing brownfield sites for assessment and redevelopment. Additionally, the Committee will act as a champion for brownfield redevelopment, educating citizens about the program and why it is important to clean up and redevelop these sites.

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

Sincerely,

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

Elgin Carelock  
Chairperson  
Brownfields Advisory Committee



Enterprise Center  
3003 SW College Rd, Suite 205  
Ocala, FL 34474  
352 873-7939/800 434-5627  
[careersourceclm.com](http://careersourceclm.com)

November 22, 2016

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

Dear Ms. Gaboardi,

CareerSource Citrus Levy Marion (CSCLM) anticipates a continuing partnership with the City of Ocala and gladly provides this letter of support as it seeks FY 2016 grant funding from the Environmental Protection Agency for assessment of brownfields. We appreciate the potential this grant project of \$300,000 has to support future business development projects and attract new employers to this area.

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

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

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

Sincerely,

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

Thomas E. Skinner Jr.  
Chief Executive  
Officer

17 November 2016

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 2016 EPA Brownfields Assessment Grant. This initiative helps the City of Ocala begin to reverse the effects of the housing bust and economic downturn only the most innovative small and mid-sized cities can accomplish with the help of forward-thinking grantors dedicated to redevelopment.

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

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

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



HABITAT FOR HUMANITY OF MARION COUNTY, INC.

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

November 15, 2016

Ms. Lisa Walsh  
Manager, Economic Development  
City of Ocala  
201 SE3rd Street, 2<sup>nd</sup> Floor  
Ocala, FL 34471

Dear Ms. Walsh:

Habitat for Humanity of Marion County, Inc. (HFHMC) fully supports the City of Ocala in its application for a 2017 EPA Brownfields Assessment Grant in the amount of \$300,000. Our mission is to eliminate poverty, housing and homelessness. We believe it is important to participate in remediating and revitalizing properties which hold the potential for economic growth directly related to enabling people to seek independence and achieve dignified housing solutions.

You probably know real-estate markets and that 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 sites 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. Brownfields sites in Ocala are located in areas well-suited to the development of quality apartment and townhouse development where people can take advantage of a less expensive, compact lifestyle.

Habitat for Humanity of Marion County has a long history and strong presence in the West Ocala community, especially in the Phoenix Heights neighborhood. Should the City of Ocala receive grant funding, Habitat will promote the program and our organization will serve on the Brownfields Advisory Board.

Sincerely,

  
David L. Layman,  
Executive Director



Thursday, November 17, 2016

Lisa Walsh  
Manager, Economic Development  
City of Ocala, Florida  
110 SE Watula Avenue  
Ocala, FL 34471

Re: Letter of Support and Commitment for Brownfields Assessment Grant Application

Dear Ms. Walsh,

The Heart of Florida Health Center staff in Ocala are pleased to support The City of Ocala regarding the Brownfields Assessment application this year. Our mission is to improve the overall health status of Marion County residents by providing quality primary medical, dental and mental health services. We accomplish this by serving residents all over Marion County at any of our eight clinical locations. As such, we have access to detailed medical records and can provide current, anonymous medical data to improve our services and assist in applying for grant monies. These data support U.S. Census and Department of Health findings, and are of high quality.

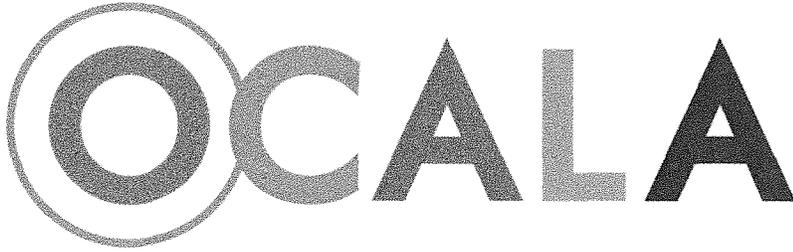
Brownfield assessment, clean up and redevelopment is something that can have only a positive impact on the health of Marion County residents, and we are proud to contribute to this effort.

We also look forward to partnering with the City of Ocala for continued support.

Best Wishes,

A handwritten signature in cursive script that reads "Richard Mutarelli".

Richard Mutarelli  
CEO, Heart of Florida



December 8, 2016

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

Dear Ms. Gaboardi:

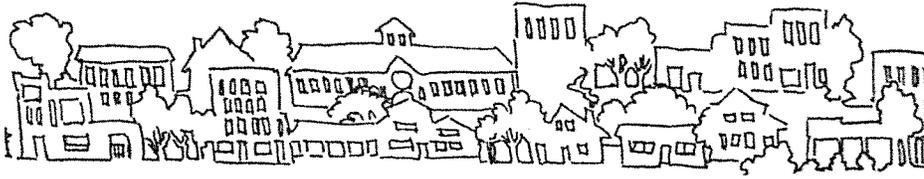
The Ocala Leadership Group lends its full support for the 2016 EPA Brownfields Assessment Grant application. Our Group's mission is to disseminate information to other community members, solicit input on the Ocala 2035 Vision and its implementation, and champion the plan. Part of that implementation includes the redevelopment of brownfield sites.

Brownfields assessment, cleanup and revitalization in the West Ocala area would only further the goals of the 2035 Vision and the West Ocala Community Plan. We are happy to continue our mission in support of any brownfield assessments and remediation that may occur if the City is awarded a FY2017 Brownfields Assessment Grant.

Sincerely,

  
*acting chair for Paulo*  
Paulo Mastroserio  
Chairman

## *North Magnolia CRA Advisory Committee*



November 18, 2016

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

Dear Ms. Gaboardi:

The North Magnolia Community Redevelopment Area (CRA) Advisory Committee offers the City of Ocala its support for the 2016 EPA Brownfields Assessment Grant application. Our Committee was involved in previous Brownfields efforts with some of our members serving on the Brownfields Advisory Board. A previous Brownfields Grant helped jump start redevelopment efforts in the North Magnolia Area. One project in particular turned a heavily contaminated virtually unusable site into a beautiful multi-story office building housing a larger national corporation. The City of Ocala ultimately won an award from the Environmental Protection Agency for redevelopment of the site.

The City has made great efforts in identifying sites and corridors for redevelopment in our community. There is a project in place called Imagine North Magnolia, and some properties are being cleaned up. However, there are other properties where action is seriously needed. The creation of the Ocala 2035 Vision, the West Ocala Community Plan and the recent designation of the West Ocala CRA demonstrates the City's on-going commitment to revitalizing our community and creating a higher quality of life.

The North Magnolia CRA Advisory Committee supports the Brownfields program and will help train new members for a Brownfields Advisory Board. We feel that Brownfields funding is greatly needed and we strongly support the City of Ocala's efforts to obtain the 2016 Brownfields Assessment Grant to continue its efforts in our community and throughout the City.

Sincerely,

Handwritten signature of Clark Yandle

Clark Yandle  
Chairman



09 December 2016

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

Dear Ms. Gaboardi,

Ocala Main Street understands you are applying for a FY2017 Brownfields Assessment grant through the U.S. Environmental Protection Agency in the amount of \$300,000. We would like to assure that you that the City of Ocala has our full support in this endeavor and wishes you great success.

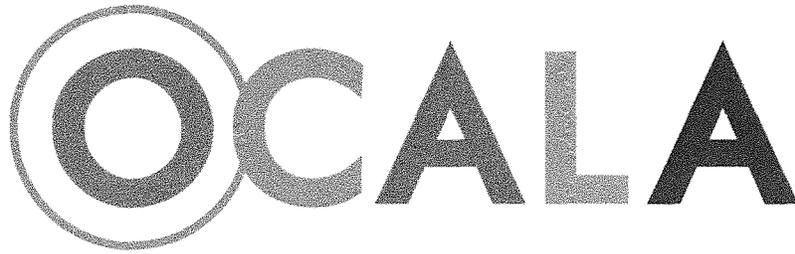
Our organization exists to enact economic development within the context of historic preservation. While we focus on downtown areas, we understand the vital role redevelopment plays throughout the city. With an award of this grant, West Ocala would greatly benefit from such efforts. Assessment of West Ocala sites would start this area down the path of cleanup and revitalization, lifting the entire community and providing opportunities for area residents not currently available, such as health care centers and fresh food, in a safe, walkable environment.

To this end, Ocala Main Street lends its support in the tangible form of providing economic development guidance to existing and prospective business owners, based on the Main Street model. We welcome the opportunity to be of assistance.

Regards,

A handwritten signature in black ink, appearing to read "Tom McDonald".

Tom McDonald  
President  
Ocala Main Street



8 December 2016

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

Dear Ms. Gaboardi,

The West Ocala Community Redevelopment Area Advisory Committee is in full support of the City of Ocala's application for a FY 2017 Brownfields Assessment Grant. The Committee will demonstrate its support by assisting City staff in prioritizing brownfield sites for assessments and redevelopment. The Community Redevelopment Area may also be able to provide a level of funding for redevelopment projects.

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

Sincerely,

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

Elgin Carelock  
Chairperson  
West Ocala Community Redevelopment Advisory Committee



18 November 2016

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

Dear Ms. Gaboardi,

The West Ocala Business Alliance (WOBA) is in full support of the City of Ocala's application for a FY 2017 Brownfields Assessment Grant. Our mission is to promote business development and retention in West Ocala by organizing businesses to work together along with the community and government, creating an enhanced quality of life for the citizens of West Ocala.

Members of WOBA will participate in decisions regarding West Ocala by holding meetings for all citizens that may be interested in business networking, business education, championing brownfields redevelopment, and attending public hearings. WOBA also looks forward to the opportunity to assist businesses that are interested in leasing any new commercial space created in West Ocala.

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

Sincerely,

Jimmie Griffin  
President  
West Ocala Business Alliance



## Appendix C

### THRESHOLD CRITERIA

1. Applicant Eligibility. The City of Ocala, Florida is eligible to apply for the EPA Brownfields Assessment Grant because it is a local unit of government under 40CFR Part 31.1.
2. Community Involvement. See Appendix B for Letters of Support.  
Ocala benefits from an engaged local community who have provided public input and participation in the guiding initiatives to date, including the Ocala 2035 Visioning Plan and West Ocala Community Plan, which involved extensive discussion and recommendations for brownfield redevelopment. The City will continue its tradition of seeking meaningful input from all members of the target community in its brownfield program and will leverage the resources of its project partners (see section 3.c.) to encourage involvement and outreach/education. The City and its newly formed, eleven member Brownfields Advisory Committee, made up of concerned citizens, professionals and business owners recruited by means of their engagement in current civil and business organizations will lead these efforts. As discussed under project description, the City will prepare a formal Community Involvement Plan (CIP) as a first step in the execution of the proposed project. The CIP will outline planned community engagement activities, schedule, project background, and key players. Drafts will be made available for review by all interested parties. Input will be sought on assessment and cleanup site selection, cleanup alternatives, and reuse planning. The CIP for this project will be compatible with and build on the public involvement in the West Ocala Community Plan. As highlighted in Section 3.a.ii below, the City has established a series of strategies and methods to effect its engagement goals based upon observations/experience of what has worked best and the challenges to expect within the West Ocala target community. The City's goals for its community involvement efforts are to: give the public accessible, accurate, timely and understandable information; ensure adequate time and opportunity for the community to provide informed and meaningful participation and for that input to be considered; reflect community concerns, questions and information needs in program activities and decisions; and respect and fully consider public input throughout the process.

Public participation is critical in assuring successful implementation of the brownfields program. The proposed communications strategy is multifaceted, involving property postings/community notification signage, announcements, brochures, public meetings and presentations to community organizations (civic clubs, neighborhood improvement organizations, business associations, with individuals/groups of stakeholders). Community service announcements will be made on the City's website and local public radio stations such as 98.5 WKTK, as well as neighborhood newspapers, *Ocala Star Banner* and local online news outlet, *Ocala Post* (<http://www.ocalapost.com/>). **Website and brownfields links have already been implemented to communicate with the public and seek input on identifying brownfield sites.** The grant Work Plan and final budget will be posted on the City website and hard copies will be available at City Hall and the Public Library to ensure access for those without computer/internet technology or experience. Document availability and solicitation of comments will be announced to the public via the City's website, the media outlets discussed above, and notifications to key community groups identified in Section 3.b. Comments regarding the proposed project and allocation of grant funds will be accepted verbally, via



Appendix

electronic communication (including through the Facebook and LinkedIn pages), in writing, and will be publicly discussed during public meetings. A minimum of six (6) public meetings/events are planned at project milestones including 1) project kick-off; 2) following Work Plan approval; 3) completion of the site inventory; 4) upon completion of Phase I ESAs; 5) upon completion of Phase II ESAs; and 6) at the close of the project. Additional meetings and presentation of project information with organizations and interest groups will be offered throughout grant implementation. The City will provide bilingual printed materials (English/Spanish) and will utilize bilingual staff for translation to the growing Hispanic resident population within West Ocala. The City will continue to evaluate the public involvement activities to ensure communications are appropriate and effective.

Site Eligibility and Property Ownership Eligibility. NOT APPLICABLE