



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

June 17, 2025

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING - REVISED

- **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

- **CONSENT AGENDA**

Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission on a motion and a second, in which case the Mayor will instruct the City Clerk to remove that item from the Consent Agenda and such item will be considered separately.

1. Approval of Minutes from the Regular City Commission Meeting held June 3, 2025. **(City Clerk Sibbitt)**
2. Approval of the Florida Springs Grant Agreement SR005 from the Florida Department of Environmental Protection for the City of Ocoee Downtown Sewer Connections Project. **(Utilities Director Bolling)**

- **FIRST READING OF ORDINANCE**

- **SECOND READING OF ORDINANCE – PUBLIC HEARING**

3. Second Reading of Ordinances for 524, 518 & 508 Woodson Ave. - Legacy Homes FL LLC Annexation & Rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District); Project No(s): AX-04-25-04, AX-04-25-03, AX-04-25-02, RZ-25-04-04, RZ-25-04-03, & RZ-25-04-02. **(Planner I Belizeaire)**

- **PUBLIC HEARING**

- **REGULAR AGENDA**

4. Approval of Code Enforcement Board Reappointments and Discussion on Changing Meeting Day. **(City Clerk Sibbitt)**

5. Discussion and Direction on Planned Actions in Reference to Code Enforcement and Parking Concerns. **(Police Chief Ogburn)**
6. Approval of Ocoee Remembers Event - November 1, 2025. **(Parks and Leisure Services Deputy Director Gaines)**

• COMMENTS FROM COMMISSIONERS
(Limit to Five Minutes)

• ADJOURNMENT

APPEALS: In accordance with Florida Statutes § 286.0105: Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

ACCOMMODATIONS FOR DISABILITIES: In accordance with Florida Statute § 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 1 N. Bluford Avenue, Ocoee, FL 34761, (407) 905 -3105 48 hours in advance of the meeting.

June 3, 2025

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

Mayor Johnson called the regular session to order at 6:15 PM in the Commission Chambers of City Hall. The invocation was led by **Mayor Johnson**, followed by the Pledge of Allegiance to the Flag led by **Commissioner Firstner**. **City Clerk Sibbitt** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, Commissioner Firstner, Commissioner Oliver

Also Present: City Manager Shadrix, City Attorney Geller, and City Clerk Sibbitt

• **PRESENTATIONS AND PROCLAMATIONS 6:16 PM**

Presentation of Audit Results for the Fiscal Year Ending September 30, 2024. **Acting Finance Director Lawitzke** introduced **Timothy Westgate, PurvisGray**, who announced that the City had been awarded the prestigious Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ending September 30, 2024. He then presented an overview of the Auditor's Report which covered significant events, financial highlights, and other audit matters for the FY ending September 30, 2024.

Commissioner Kennedy inquired about the City's reserves and whether they are regularly analyzed, particularly in regard to maintaining the recommended reserve ratio. **Mr. Westgate** addressed his question and shared that the City is in a healthy position.

Forest Lake Golf Course 30-Day Update. **Robert Utsey, ZHA**, introduced **Nick Dunleavy, with Down to Earth**, who presented an update on revenue, golf operations, and maintenance activities over the past month. **Mr. Utsey** then provided additional updates on staffing, the dining area, the food and beverage experience, and introduced the First Tee Central Florida Program. **Mayor Johnson** shared concerns about the increase in rates and the current hours of food service being offered. **City Manager Shadrix** noted that he had provided an update at the last meeting on the dining area, citing the shortage of kitchen and server staff. **Scott Wellington, with PGA of America**, was asked to provide an update on the First Tee Program, which teaches life skills such as confidence, respect, and perseverance alongside golf instruction. A discussion ensued regarding the age groups eligible to participate in the program and costs to participate. **Commissioner Kennedy** thanked Mr. Wellington for the First Tee Program and asked if there was a need for donations. He also shared with Mr. Utsey his interest in seeing more discounts offered to Ocoee residents and members and noted that the beverage cart is not operating until 6:00 PM as mentioned in the presentation. He also acknowledged the improvements he has observed. **Mr. Dunleavy** acknowledged his concern. **Mayor Johnson** noted that his concerns about the rate increases, echoed Commissioner Kennedy's suggestion to provide more discounts for residents

and members. **Mr. Utsey** concluded his presentation by sharing the real-time feedback received to date and noted that guest surveys will be conducted to gather additional input. He also provided details and an explanation of the formal RFP advertisement for the Forest Lake Golf Course Operator, which was published on May 28th. Brief discussion ensued.

• **STAFF REPORTS AND AGENDA REVIEW 7:05 PM**

City Manager Shadrix announced that on behalf of staff he is requesting that Item #9 be opened as it is a public hearing, but to be continued to a future date to be determined.

• **PUBLIC COMMENTS 7:06 PM**

The following persons addressed the City Commission:

- **Doug Gomer**, *Ocoee Resident*, shared his concerns about the Forest Lake Golf Course update, specifically regarding potential future costs. **City Manager Shadrix** addressed his concerns.

• **CONSENT AGENDA 7:11 PM**

Consent Agenda Motion

Motion: Move to adopt Consent Agenda Items #1-7; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held May 20, 2025. **(City Clerk Sibbitt)**
2. Approval of New Appointment to the Code Enforcement Board. **(City Clerk Sibbitt)**
3. Approval of Resolution for City Commission Support for H.R. 672 (Representative Mario Diaz-Balart) to Direct the United States Postal Service to Designate Single, Unique ZIP Codes for Certain Communities, including Ocoee. **(Assistant City Manager Rumer)**
4. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement with Everest Realty Thirteen, LLC for the Everest Rehabilitation Hospital. **(Development Engineer Keaton)**
5. Approval for Consent to Assignment and Novation with WSP USA Inc. for Continuing Water Quality Professional Services. **(Staff Engineer Burch)**
6. Approval for Demolition of Structures at 35 W. Geneva St. and 669 S. Cumberland Ave. **(Assistant Public Works Director Gajadhar)**
7. Approval of Change Order No.1 for ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station. **(Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE 7:11 PM**

8. First Reading of Ordinances for 524, 518 & 508 Woodson Ave. - Legacy Homes FL LLC Annexation & Rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District); Project No(s): AX-04-25-04, AX-04-25-03, AX-04-25-02, RZ-25-04-04, RZ-25-04-03, & RZ-25-04-02. **(Planner I Belizaire)**

City Attorney Geller read the titles of the ordinances, and it was announced that this will be presented as a second reading and public hearing at the City Commission meeting scheduled for June 17, 2025, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING** - None

• **PUBLIC HEARING 7:16 PM**

9. Public Hearing for 1561 Dusty Pine Drive - Fermaint Property Variance Request; Project No: VR-25-01. **THIS ITEM IS BEING CONTINUED AT THE REQUEST OF STAFF TO A FUTURE DATE TO BE DETERMINED. (Planner I Belizaire)**

Mayor Johnson opened the public hearing.

Motion: Move to continue 1561 Dusty Pine Drive - Fermaint Property Variance Request; Project No: VR-25-01 to a future date to be determined; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

• **REGULAR AGENDA** - None

Mayor Johnson announced the upcoming City events for the month of June 2025.

• **COMMENTS FROM COMMISSIONERS 7:19 PM**

Commissioner Kennedy – Commented on the following: 7:19 PM – 7:22 PM

- 1) Stated that continuing item #9 to a future meeting was a great decision.
- 2) Expressed that he agrees with the public comment made tonight, concerning the Forest Lake Golf Course.

Commissioner Wilsen – Commented on the following: 7:22 PM – 7:24 PM

- 1) Thanked everyone for the golf course comments and education.
- 2) Announced that she attended the ribbon cutting for the new Hampton Inn and encouraged residents to spend their money in Ocoee, as opposed to somewhere else.

Commissioner Firstner – Commented on the following: 7:24 PM – 7:25

- 1) Thanked Public Works Director Krug and the Public Works Department for the resurfacing of Maguire Road.

Commissioner Oliver – Commented on the following: 7:25 PM - 7:30 PM

- 1) Stated that he would like to see a running total of how the City is addressing the capital improvement project at the Forest Lake Golf Course.
- 2) Announced that hurricane season officially began on June 1st and encouraged everyone to get prepared for an active season.
- 3) Announced that McCormick Road is open. He also stated that he would like to get a

letter to Orange County regarding the installation of a traffic light at the corner of McCormick Road and Apopka Vineland Road. **City Manager Shadrix** stated that he will send a letter to Orange County on behalf of the Commission. **Consensus of the City Commission was in support of the City Manager sending a letter to the County.**

4) Stated that Ocoee High School had a 100% graduation rate, this year, with over 600 students graduating and receiving over \$10 million dollars in scholarships, nationwide.

5) Read an inspirational message.

Mayor Johnson – Commented on the following: 7:30 PM - 7:40 PM

1) Commented on the Forest Lake Golf Course and gave a brief summary of how it began. He expressed desire to make the golf course affordable for Ocoee residents.

2) Stated that he would like to see sidewalk repairs in the older city subdivisions, as it was approved in the budget in October. **Clock was stopped at 7:33pm for five minutes, while City Manager Shadrix addressed Mayor Johnson's comments**

7:33 PM – 7:38 PM City Manager Shadrix responded to his comments stating that the sidewalk program has commenced and that a presentation is forthcoming. He also commented on the process and timeline for the selection of the Forest Lake Golf Course long-term operator. **Clock started again at 7:38pm**

3) Addressed another area of Silver Star Road that needs asphalt repairs.

4) Inquired about the funds the developer gave for the traffic signal to be installed at McCormick Road and Apopka Vineland Road. **Assistant City Manager Rumer** confirmed that the developer provided 50% to Orange County, dedicated the land, and built the trail.

Mayor Johnson requested the City Manager to include that information in the letter being sent to Orange County.

• **ADJOURNMENT 7:40 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: June 17, 2025
Item #: 2

Contact Name: T'Jean Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of the Florida Springs Grant Agreement SR005 from the Florida Department of Environmental Protection for the City of Ocoee Downtown Sewer Connections Project. (Utilities Director Bolling)

Background Summary:

Under the Wekiwa and Rock Springs Basin Management Action Plan, the City is required to complete numerous projects to comply with the state-mandated nutrient reduction requirements, including but not limited to "septic to sewer" projects. The City has completed six central sewer projects in and around the downtown area, and 41 parcels remain unconnected. When connecting to City sewer service, the cost of abandoning a septic tank and connecting to an existing sewer system, as well as the sewer capital fee, are the responsibility of the property owner.

In 2024, the Utilities Department submitted a grant application to the Florida Department of Environmental Protection (FDEP) to include the Downtown Sewer Connections Project in the FY2024-25 Springs Restoration Grant Program. In March 2025, FDEP announced that the City of Ocoee was awarded up to \$700,000.00 for sewer-eligible buildings to connect to existing sewer cleanouts located at the right of way (gravity or private grinder station), proper abandonment of their septic system and any necessary restoration associated with central sewer connection and septic tank abandonment.

This grant offers a unique opportunity to assist 41 properties currently eligible for connection to sewer by providing construction funding for the sewer connection.

Issue:

Should the Honorable Mayor and City Commissioners approve the Florida Springs Grant Agreement SR005 between the Florida Department of Environmental Protection and the City of Ocoee for the Downtown Sewer Connections Project?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Florida Springs Grant Agreement SR005 between the Florida Department of Environmental Protection and the City of Ocoee for the Downtown Sewer Connections Project.

Attachments:

1. SR005 Agreement
2. Springs Grant - Downtown Sewer Connections

Financial Impacts:

As this is a reimbursement grant, the funding to connect the 41 parcels will be included in the FY 2026 Utilities Department budget with the intent that the Springs Restoration Grant will reimburse 100% of the construction connection costs.

Type of Item: Consent

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

City of Ocoee Downtown Sewer Connections

SR005

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Ocoee** Entity Type: **Local Government**

Grantee Address: **1 N. Bluford Ave, Ocoee, FL 34761** FEID: **59-6019764**

(Grantee)

3. Agreement Begin Date: **July 1, 2024** Date of Expiration: **November 30, 2028**

4. Project Number: Project Location(s): **Lat/Long: (28.5694, -81.5452)**
(If different from Agreement Number)

Project Description: **The Grantee will connect approximately 41 properties to central sanitary sewer and properly abandon approximately 45 septic systems to reduce nutrient impacts to the Wekiwa Springs and Rock Springs BMAP area.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 700,000.00	☒ State ☐ Federal	Springs, GAA LI 1732, FY 24-25, LATF	\$ 700,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 700,000.00

6. Department's Grant Manager Grantee's Grant Manager
Name: **Cierra Kuchar** Name: **Jennifer Bolling**
or successor or successor
Address: **Florida Dept. of Environmental Protection** Address: **City of Ocoee**
3900 Commonwealth Blvd., MS 3602 **1800 A.D. Mims Road**
Tallahassee, FL 32399-3000 **Ocoee, FL 34761**
Phone: **850-245-2920** Phone: **407-905-3159**
Email: **Cierra.Kuchar@FloridaDEP.gov** Email: **jbolling@occoee.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Ocoee

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Rusty Johnson, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Cierra Kuchar, DEP Grant Manager

Zach Easton, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

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4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment 1

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does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

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general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

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is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. SR005**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of Ocoee Downtown Sewer Connections. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

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15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: City of Ocoee Downtown Sewer Connections

PROJECT LOCATION: The Project will be located in the City of Ocoee within Orange County; Lat/Long (28.5694, -81.5452). See Figure 1 for a location map and site plan.

PROJECT BACKGROUND: The City of Ocoee (Grantee) is located in the Wekiwa Springs and Rock Springs Basin Management Action Plan (BMAP) area. Within the BMAP, it has been determined that onsite sewage treatment and disposal systems (OSTDS) contribute 29% of the BMAP area nitrogen pollutant load. The project consists of septic-to-sewer conversions including the proper abandonment of OSTDS and connection to existing central sanitary sewer. Upon completion, 41 properties will be connected to central sanitary sewer and 45 OSTDS will be properly abandoned, resulting in permanent removal of nutrient loads from OSTDS in the project area.

PROJECT DESCRIPTION: The Grantee will connect approximately 41 properties to central sanitary sewer and properly abandon approximately 45 septic systems. Work to be completed includes connection to existing sewer cleanouts located at the right of way (gravity or private grinder station), proper abandonment of OSTDS, and site restoration associated with the central sewer connection and OSTDS abandonment.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$2,347,505 from the City of Ocoee. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Connection to Central Sewer

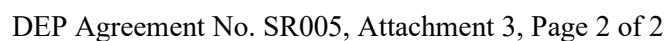
Deliverables: The Grantee will properly abandon the septic systems and connect approximately 21 single family residences and approximately 20 commercial buildings to a central sanitary sewer system for wastewater treatment by the Ocoee Wastewater Treatment Plant. The Grantee will submit through the Department's GIS web-interface data collection tool parcel-level data identifying parcels connected to sewer along with associated grant information.

Documentation: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager; 2) a list of addresses and types of the properties connected; and 3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor. For the final documentation, the Grantee will also submit: 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Figure 1: Location Map and Site Plan



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.052	Florida Springs Grant Program – LI 1732	\$700,000.00	087870
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$700,000.00	
-------------	--	--	--	--	--------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

City of Ocoee Downtown Sewer Connections

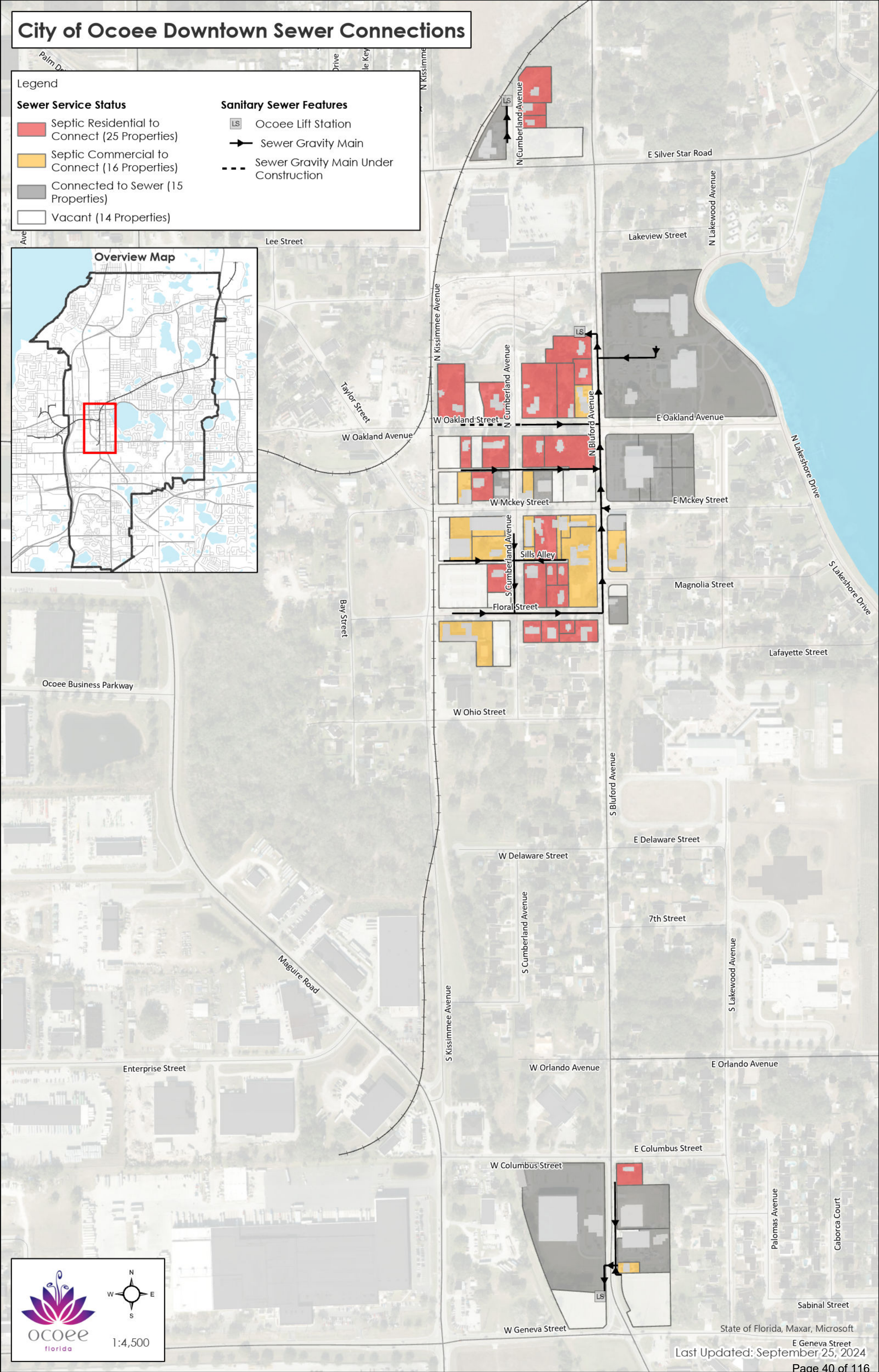
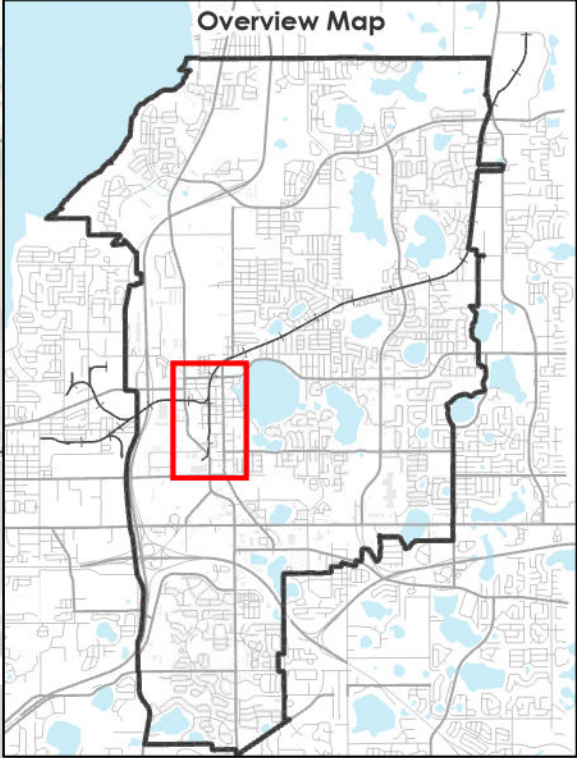
Legend

Sewer Service Status

- Septic Residential to Connect (25 Properties)
- Septic Commercial to Connect (16 Properties)
- Connected to Sewer (15 Properties)
- Vacant (14 Properties)

Sanitary Sewer Features

- Ocoee Lift Station
- Sewer Gravity Main
- Sewer Gravity Main Under Construction





1:4,500



STAFF REPORT

Meeting Date: June 17, 2025

Item #: 3

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Second Reading of Ordinances for 524, 518 & 508 Woodson Ave. - Legacy Homes FL LLC Annexation & Rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District); Project No(s): AX-04-25-04, AX-04-25-03, AX-04-25-02, RZ-25-04-04, RZ-25-04-03, & RZ-25-04-02. (Planner I Belizaire)

Background Summary: The First Reading of the Ordinances was held on June 3, 2025.

Owner/Applicant: Legacy Homes FL LLC

General Location: The properties are in Commission District 2 and are located on the west side of Woodson Avenue and south of Center Street.

Property Size & Parcel Identification Number: The table below summarizes the acreages and parcel identification numbers of the properties.

Address	Parcel ID No.	Acreage
524 Woodson Avenue	17-22-28-0000-00-039	0.35
518 Woodson Avenue	17-22-28-0000-00-093	0.38
508 Woodson Avenue	17-22-28-0000-00-076	0.38

Existing Site Conditions: The table below summarizes the existing site conditions of the properties.

524, 518 & 508 Woodson Avenue			
Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Overlay/ Unique Features

Low Density Residential (4 units per acre)	County R-1	Vacant	N/A
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The properties are surrounded by the following: jurisdictions, Future Land Use Map (FLUM) designations, zoning districts, and land uses.

524, 518 & 508 Woodson Avenue				
Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Uses
North	City of Ocoee	Low Density Residential	R-1A	Single-Family Residential
South	Orange County	Low Density Residential	R-1	Single-Family Residential
East	Orange County	Low Density Residential	R-1	Single-Family Residential
West	Orange County	Low Density Residential	R-1	Single-Family Residential

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on the subject properties.

524, 518 & 508 Woodson Avenue			
Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
N/A (Site remains LDR)	City R-1A	Single Family Dwelling	Conventional R-1A standards

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject properties are located near the center of the City's jurisdictional limits and, as such, are contiguous to the City and do not create enclaves. Instead, the annexation of the properties furthers the City's efforts to reduce existing enclaves within the city limits.

Consistent with JPA Agreement: The properties are located within the Ocoee-Orange County Joint Planning Area (JPA) Agreement, and the proposed annexation and zoning classification are consistent with the terms of the JPA Agreement.

Consistency with the Adopted Comprehensive Plan: The annexations are consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy. The proposed R-1A zoning classification for the properties is consistent with FLUE Policy 1.15, which stipulates that the City may assign an initial zoning after annexation in a manner that is consistent with both the Future Land Use Map and the JPA Agreement.

Access: Access will continue to be via Woodson Avenue.

Utilities: City water service is available from an existing 6" potable water line adjacent to the properties. After

the annexation has been executed and recorded with Orange County, the Utilities Department will begin the design and permitting process to bring water service to the properties. The water service installation for the properties will require an Orange County right-of-way permit, which will increase the turnaround time. No sewer lines are available, and the properties will be served by private septic systems.

Transportation: No issues are anticipated as the properties are entitled to have one (1) single-family dwelling per lot.

Stormwater: N/A

Schools: N/A

Public Safety: Fire service is available within 2.4 miles of the properties and can be provided within a five (5) minute response time at a 750-gpm water flow. Police service is available within the Policy Patrol Zone 55 with a 3-minute emergency response time.

An Annexation Feasibility & Public Facilities Analysis Report and Business Impact Estimate Form were completed for each of the properties. Please see the attached documents for the completed reports and forms.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed annexation and rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Legacy Homes FL LLC properties located at 524, 518, and 508 Woodson Avenue?

Recommendations:

Development Review Committee (DRC):

The Development Review Committee (DRC) met on Tuesday, May 6, 2025, to consider the application for annexation and rezoning. Upon a finding of consistency with the City's regulations and policies and the terms of the City of Ocoee-Orange County Joint Planning Area (JPA) Agreement, the DRC made a recommendation of approval of the proposed annexation and rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Legacy Homes FL LLC properties located at 524, 518, and 508 Woodson Avenue.

Planning & Zoning Commission Recommendation:

The Planning & Zoning (PZC), acting as the Local Planning Agency (LPA), considered this item at its May 13, 2025, hearing and, identifying no issues, made a recommendation of approval of the proposed annexation and rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Legacy Homes FL LLC properties located at 524, 518 and 508 Woodson Avenue.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed annexation and rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Legacy Homes FL LLC properties located at 524, 518, and 508 Woodson Avenue.

Attachments:

1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Annexation Ordinance - 524 Woodson Avenue Legacy Homes FL LLC Property
6. Annexation Ordinance - 518 Woodson Avenue Legacy Homes FL LLC Property
7. Annexation Ordinance - 508 Woodson Avenue Legacy Homes FL LLC Property

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761

Phone: (407) 905-3100 ▪ www.ocoe.org

8. Rezoning Ordinance - 524 Woodson Avenue Legacy Homes FL LLC Property
9. Rezoning Ordinance - 518 Woodson Avenue Legacy Homes FL LLC Property
10. Rezoning Ordinance - 508 Woodson Avenue Legacy Homes FL LLC Property
11. 524 Woodson Avenue Feasibility Report
12. 518 Woodson Avenue Feasibility Report
13. 508 Woodson Avenue Feasibility Report
14. Business Impact Estimate Form 524 Woodson Avenue Annexation and Rezoning
15. Business Impact Estimate Form 518 Woodson Avenue Annexation and Rezoning
16. Business Impact Estimate Form 508 Woodson Avenue Annexation and Rezoning
17. Annexation Ad
18. Rezoning Ad

Financial Impacts:

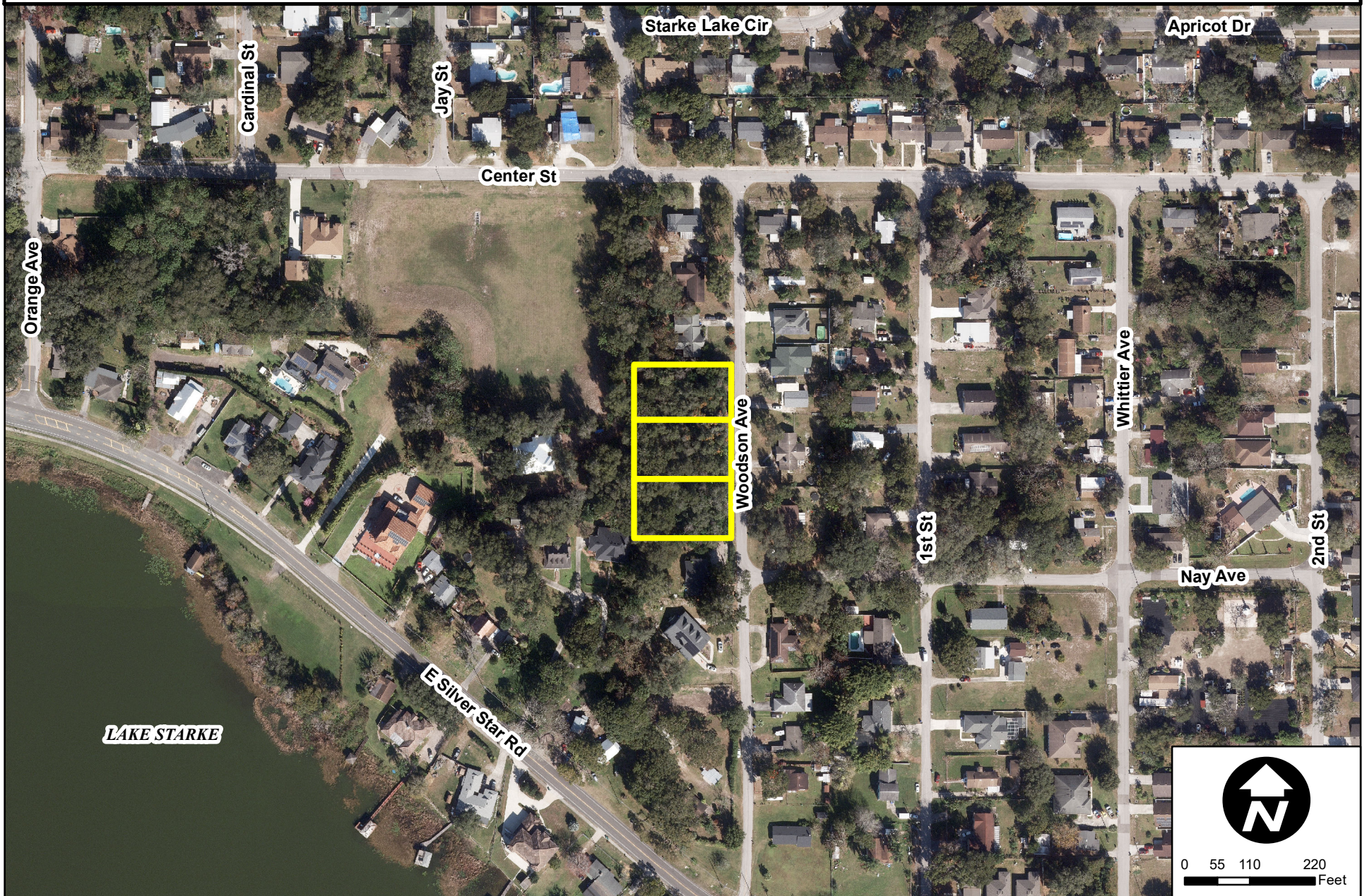
N/A

Type of Item: Second Reading Public Hearing

508, 518, 524 Woodson Avenue
Location Map



508, 518, 524 Woodson Avenue 2025 Aerial Photography



508, 518, 524 Woodson Avenue Surrounding Future Land Use Map



Development Services
Department

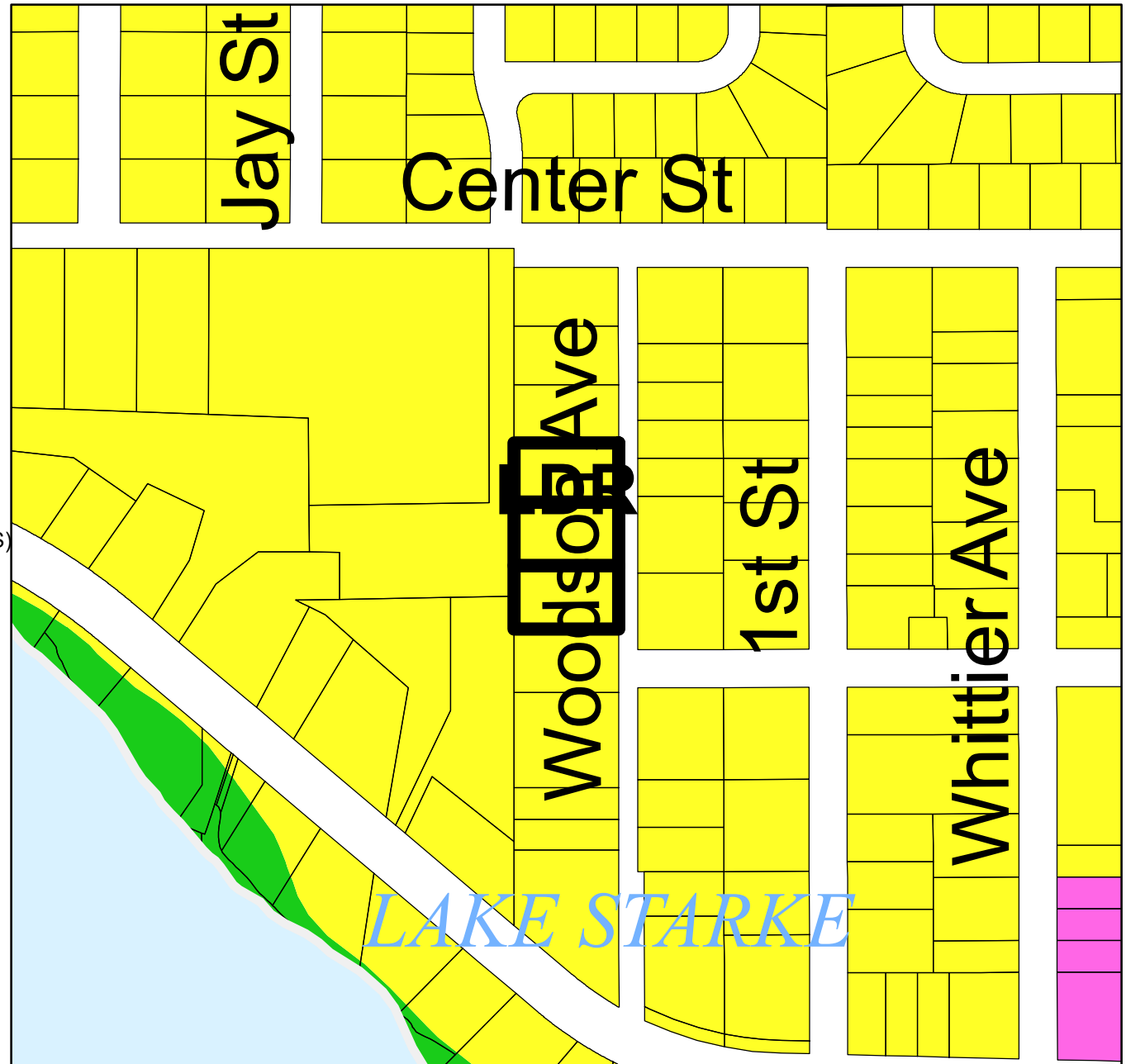
0 60 120 240
Feet

Created: April 2025

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



508, 518, 524 Woodson Avenue Surrounding Zoning Map



Development Services
Department

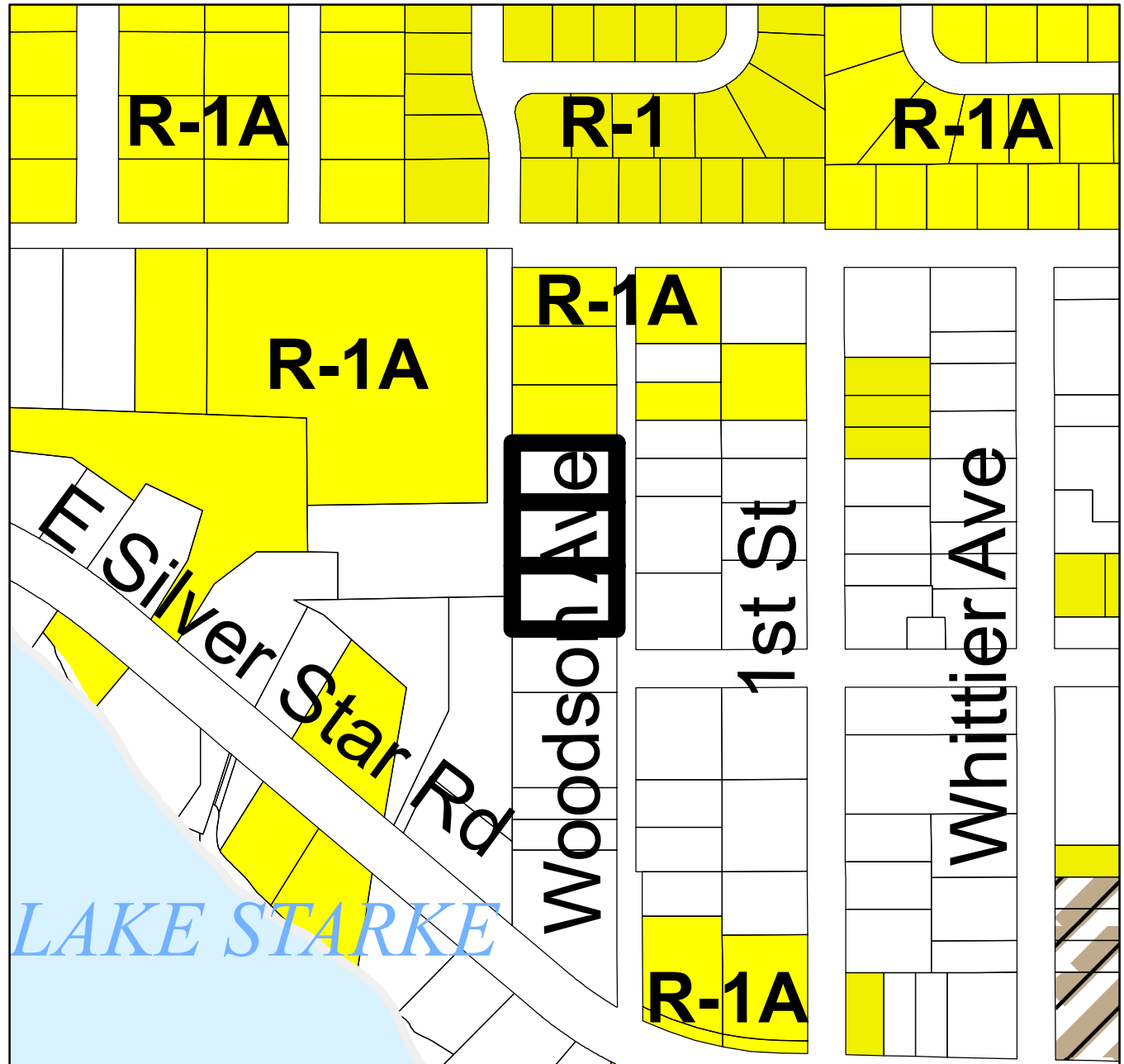
0 60 120 240
Feet

Created: April 2025

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



**ORDINANCE NO. 2025-
(Annexation Ordinance for 524 Woodson Avenue –
Legacy Homes FL LLC Property)**

TAX PARCEL ID: 17-22-28-0000-00-039

**CASE NO. AX-04-25-04: 524 Woodson Avenue –Legacy Homes FL LLC Property
Annexation**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.35 ACRES LOCATED AT 524 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 0.35 acres of property, as more particularly described in Exhibit “A” attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on May 13, 2025, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2025

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2025
READ SECOND TIME AND ADOPTED
_____, 2025, UNDER AGENDA
ITEM NO. _____

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

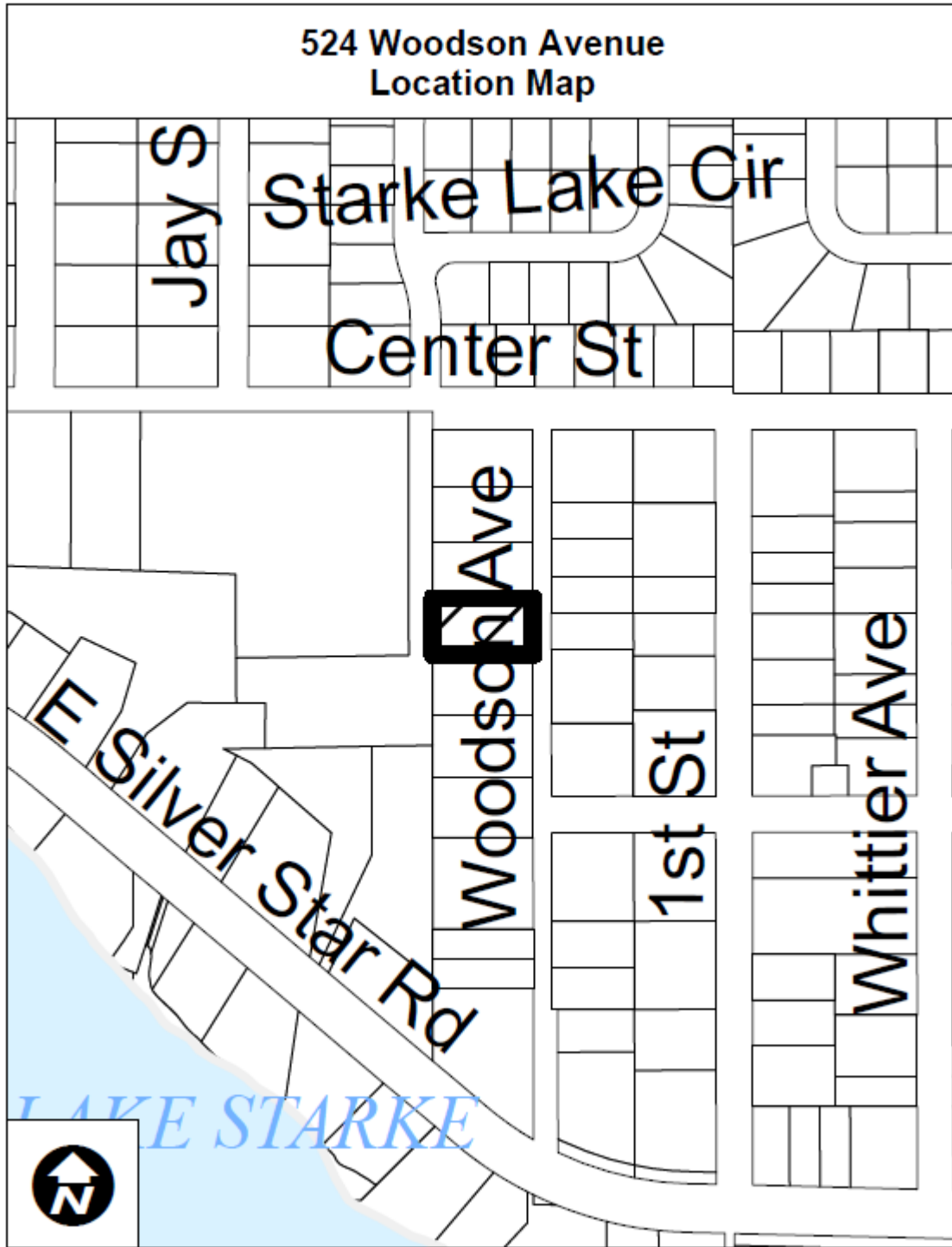
LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-039

S 93 FT OF S 370 FT OF N 400 FT OF E1/2 OF W 1/2 OF E1/2 OF SW1/4 OF NE1/4 OF SEC
17-22-28

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Annexation Ordinance for 518 Woodson Avenue –
Legacy Homes FL LLC Property)**

TAX PARCEL ID: 17-22-28-0000-00-093

**CASE NO. AX-04-25-03: 518 Woodson Avenue –Legacy Homes FL LLC Property
Annexation**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 518 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 0.38 acres of property, as more particularly described in Exhibit “A” attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on May 13, 2025, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

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Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2025

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2025
READ SECOND TIME AND ADOPTED
_____, 2025, UNDER AGENDA
ITEM NO. _____

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-093

S 100 FT OF N 500 FT OF E1/2 OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 OF SEC 17-22-28

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Annexation Ordinance for 508 Woodson Avenue –
Legacy Homes FL LLC Property)**

TAX PARCEL ID: 17-22-28-0000-00-076

**CASE NO. AX-04-25-02: 508 Woodson Avenue –Legacy Homes FL LLC Property
Annexation**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 508 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 0.38 acres of property, as more particularly described in Exhibit “A” attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on May 13, 2025, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2025

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2025
READ SECOND TIME AND ADOPTED
_____, 2025, UNDER AGENDA
ITEM NO. _____

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-076

BEG 500 FT S OF NW COR OF E1/2 OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 RUN E 164.13
FT S 100 FT W 164.13 FT N TO POB IN SEC 17-22-28

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Rezoning Ordinance for 524 Woodson Avenue
– Legacy Homes FL LLC Property)**

TAX PARCEL ID: 17-22-28-0000-00-039

**CASE NO. RZ-25-04-04: 524 Woodson Avenue – Legacy Homes FL LLC Property
Rezoning**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-1 (SINGLE-FAMILY DWELLING DISTRICT) TO CITY OF OCOEE R-1A (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.35 ACRES LOCATED AT 524 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 0.35 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from Orange County R-1 to City of Ocoee R-1A; and

WHEREAS, pursuant to Section 5-9(B), Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on May 13, 2025, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification

of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on June 3, 2025, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 0.35 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County R-1 to City of Ocoee R-1A. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2025.
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**
this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

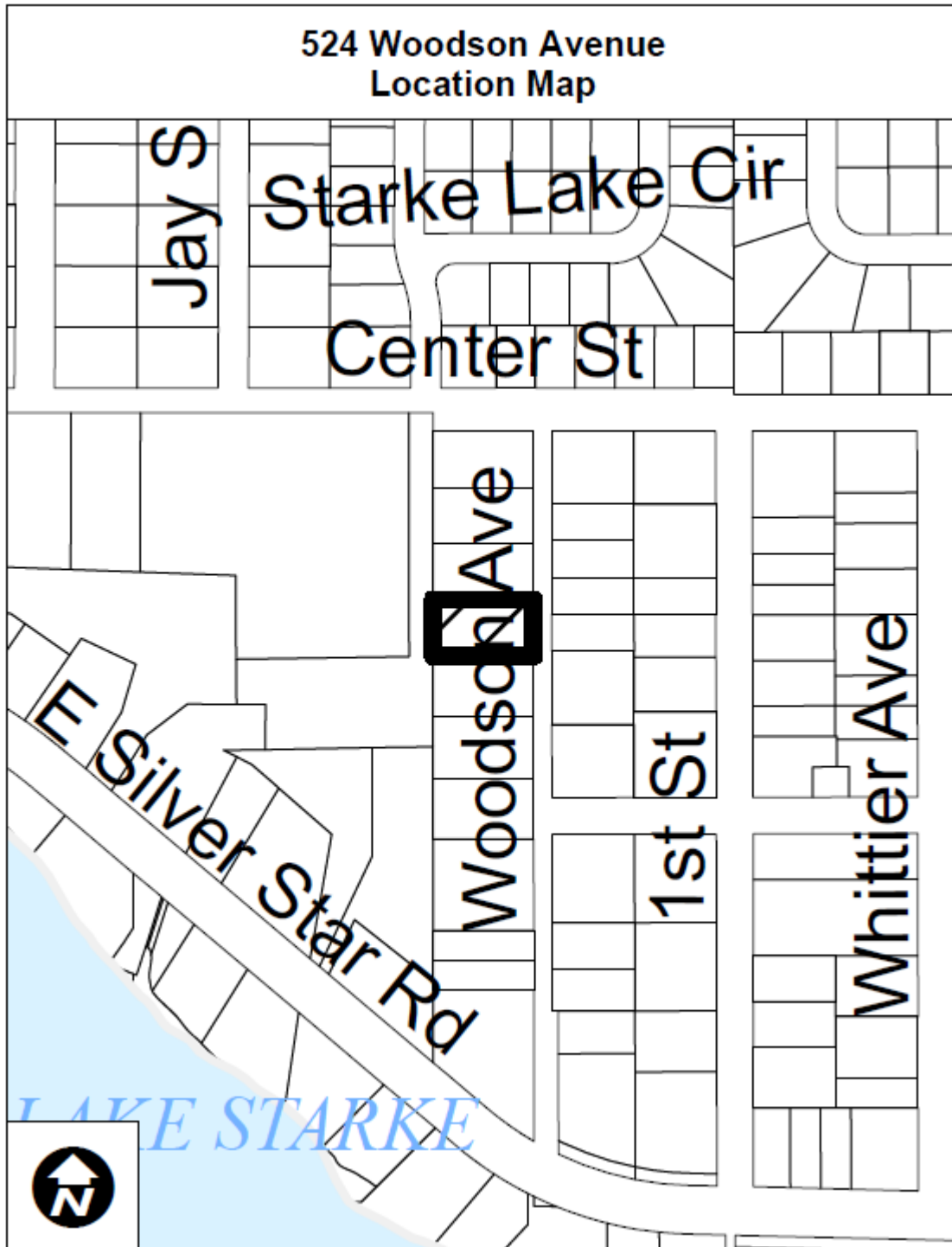
LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-039

S 93 FT OF S 370 FT OF N 400 FT OF E1/2 OF W 1/2 OF E1/2 OF SW1/4 OF NE1/4 OF SEC
17-22-28

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Rezoning Ordinance for 518 Woodson Avenue
– Legacy Homes FL LLC Property)**

TAX PARCEL ID: 17-22-28-0000-00-093

**CASE NO. RZ-25-04-03: 518 Woodson Avenue – Legacy Homes FL LLC Property
Rezoning**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-1 (SINGLE-FAMILY DWELLING DISTRICT) TO CITY OF OCOEE R-1A (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 518 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 0.38 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from Orange County R-1 to City of Ocoee R-1A; and

WHEREAS, pursuant to Section 5-9(B), Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on May 13, 2025, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification

of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on June 3, 2025, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 0.38 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County R-1 to City of Ocoee R-1A. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2025.
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**

this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-093

S 100 FT OF N 500 FT OF E1/2 OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 OF SEC 17-22-28

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Rezoning Ordinance for 508 Woodson Avenue
– Legacy Homes FL LLC Property)**

TAX PARCEL ID: 17-22-28-0000-00-076

**CASE NO. RZ-25-04-02: 508 Woodson Avenue – Legacy Homes FL LLC Property
Rezoning**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-1 (SINGLE-FAMILY DWELLING DISTRICT) TO CITY OF OCOEE R-1A (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 508 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 0.38 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from Orange County R-1 to City of Ocoee R-1A; and

WHEREAS, pursuant to Section 5-9(B), Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on May 13, 2025, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification

of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on June 3, 2025, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 0.38 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County R-1 to City of Ocoee R-1A. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2025.
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**
this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-076

BEG 500 FT S OF NW COR OF E1/2 OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 RUN E 164.13
FT S 100 FT W 164.13 FT N TO POB IN SEC 17-22-28

EXHIBIT "B"

LOCATION MAP



CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-04-25-04 & RZ-25-04-04

APPLICANT NAME: Legacy Homes FL LLC

PROJECT NAME: 524 WOODSON AVE. – LEGACY HOMES ANNEXATION

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT

Berenice Belizaire, Planner I

A. Applicant/Owner

1. Owner (if different from Applicant):	Legacy Homes FL LLC
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B. Property Location

1. General Location:	West of Woodson Avenue and south of Center Street.
2. Parcel Identification Number:	17-22-28-0000-00-039
3. Street Addresses:	524 Woodson Avenue
4. Size and Number of Parcels:	0.35 acres (1 parcel)

C. Use Characteristics

1. Existing Use:	Vacant
2. Proposed use:	Single-family dwelling
3. Density / Intensity:	LDR (4 units per acre)
4. Projected Population:	N/A

D. Zoning and Land Use

1. Orange County Future Land Use:	Low Density Residential
2. Orange County Zoning:	R-1
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM
4. Proposed Ocoee Zoning:	R-1A

E. Consistency

1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT

1. Estimated Response Time:	Less than 5 Min
2. Distance to Property:	2.4 miles
3. Fire Flow Requirements:	750 GPM

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area:	55/1531/Hillcrest Heights
2. Estimated Response Time:	3 mins Emergency/10 Minutes Non-Emergency
3. Distance to Property:	N/A
3. Average Travel Time	N/A

IV. ECONOMIC VALUE	Berenice Belizaire, Planner I
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1. Property Appraiser Market Value:	\$85,000
2. Property Appraiser Taxable Value	\$85,000
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
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1. Within the 100-year Flood Plain:	No
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VI. UTILITIES	T'Jean Tomlinson, P.E., Engineering Manager
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	A. Potable Water	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	Yes, offsite water main extension is currently under construction.
4. Location and Size of Nearest Water Main:	6" water main extension will be adjacent to property.

	B. Sanitary Sewer	
--	--------------------------	--

1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	No, sewer treatment capacity is available at wastewater treatment facility but sewer connection is not currently available.
3. Extension Needed:	N/A, sewer connection is not currently available and extension is cost-prohibitive.
4. Location and Size of Nearest Force Main:	N/A to this annexation; 6" force main on E Silver Star Rd.
5. Annexation Agreement Needed:	Annexation agreement needed for water service. City sewer service is not being provided at this time.

	C. Other	
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1. Utility Easement Needed:	Yes; to be dedicated prior to completion of offsite water main site work permit.
2. Private Lift Station Needed:	No
3. Well Protection Area Needed:	No

VII. TRANSPORTATION	Berenice Belizaire, Planner I
----------------------------	-------------------------------

1. Paved Access:	Yes- Woodson Avenue
2. ROW Dedication:	No
3. Traffic Study:	No
4. Traffic Analysis Zone:	No

VIII. PRELIMINARY CONCURRENCY EVALUATION	
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A. Transportation:	
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B. Parks / Recreation:	
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C. Water / Sewer:	
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D. Stormwater:	
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E. Solid Waste:	
------------------------	--

F. Impact Fees:	
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IX. SITE SPECIFIC ISSUES

All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS

Berenice Belizaire, Planner I

CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-04-25-03 & RZ-25-04-03

APPLICANT NAME: Legacy Homes FL LLC

PROJECT NAME: 518 WOODSON AVE. – LEGACY HOMES ANNEXATION

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT

Berenice Belizaire, Planner I

A. Applicant/Owner

1. Owner (if different from Applicant):	Legacy Homes FL LLC
---	---------------------

B. Property Location

1. General Location:	West of Woodson Avenue and south of Center Street.
2. Parcel Identification Number:	17-22-28-0000-00-093
3. Street Addresses:	518 Woodson Avenue
4. Size and Number of Parcels:	0.38 acres (1 parcel)

C. Use Characteristics

1. Existing Use:	Vacant
2. Proposed use:	Single-family dwelling
3. Density / Intensity:	LDR (4 units per acre)
4. Projected Population:	N/A

D. Zoning and Land Use

1. Orange County Future Land Use:	Low Density Residential
2. Orange County Zoning:	R-1
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM
4. Proposed Ocoee Zoning:	R-1A

E. Consistency

1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT

1. Estimated Response Time:	Less than 5 Min
2. Distance to Property:	2.4 miles
3. Fire Flow Requirements:	750 GPM

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area:	55/1531/Hillcrest Heights
2. Estimated Response Time:	3 mins Emergency/10 Minutes Non-Emergency
3. Distance to Property:	N/A
3. Average Travel Time	N/A

IV. ECONOMIC VALUE	Berenice Belizaire, Planner I
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1. Property Appraiser Market Value:	\$85,000
2. Property Appraiser Taxable Value	\$85,000
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
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1. Within the 100-year Flood Plain:	No
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VI. UTILITIES	T'Jean Tomlinson, P.E., Engineering Manager
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	A. Potable Water	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	Yes, offsite water main extension is currently under construction
4. Location and Size of Nearest Water Main:	6" water main extension will be adjacent to property.

	B. Sanitary Sewer	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	No, sewer treatment capacity is available at wastewater treatment facility but sewer connection is not currently available.
3. Extension Needed:	N/A, sewer connection is not currently available and extension is cost-prohibitive.
4. Location and Size of Nearest Force Main:	N/A to this annexation; 6" force main on E Silver Star Rd.
5. Annexation Agreement Needed:	Annexation agreement needed for water service. City sewer service is not being provided at this time.

	C. Other	
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1. Utility Easement Needed:	Yes; to be dedicated prior to completion of offsite water main site work permit.
2. Private Lift Station Needed:	No
3. Well Protection Area Needed:	No

VII. TRANSPORTATION	Berenice Belizaire, Planner I
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1. Paved Access:	Yes- Woodson Avenue
2. ROW Dedication:	No
3. Traffic Study:	No
4. Traffic Analysis Zone:	No

VIII. PRELIMINARY CONCURRENCY EVALUATION	
A. Transportation:	
B. Parks / Recreation:	
C. Water / Sewer:	
D. Stormwater:	
E. Solid Waste:	
F. Impact Fees:	

IX. SITE SPECIFIC ISSUES	All Departments
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X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS	Berenice Belizaire, Planner I
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CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-04-25-02 & RZ-25-04-02

APPLICANT NAME: Legacy Homes FL LLC

PROJECT NAME: 508 WOODSON AVE. – LEGACY HOMES ANNEXATION

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT

Berenice Belizaire, Planner I

A. Applicant/Owner

1. Owner (if different from Applicant):	Legacy Homes FL LLC
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B. Property Location

1. General Location:	West of Woodson Avenue and south of Center Street.
2. Parcel Identification Number:	17-22-28-0000-00-076
3. Street Addresses:	508 Woodson Avenue
4. Size and Number of Parcels:	0.38 acres (1 parcel)

C. Use Characteristics

1. Existing Use:	Vacant
2. Proposed use:	Single-family dwelling
3. Density / Intensity:	LDR (4 units per acre)
4. Projected Population:	N/A

D. Zoning and Land Use

1. Orange County Future Land Use:	Low Density Residential
2. Orange County Zoning:	R-1
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM
4. Proposed Ocoee Zoning:	R-1A

E. Consistency

1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT

1. Estimated Response Time:	Less than 5 Min
2. Distance to Property:	2 miles
3. Fire Flow Requirements:	750 GPM

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area:	55/1531/Hillcrest Heights
2. Estimated Response Time:	3 mins Emergency/10 Minutes Non-Emergency
3. Distance to Property:	N/A
3. Average Travel Time	N/A

IV. ECONOMIC VALUE	Berenice Belizaire, Planner I
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1. Property Appraiser Market Value:	\$85,000
2. Property Appraiser Taxable Value	\$85,000
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
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1. Within the 100-year Flood Plain:	No
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VI. UTILITIES	T'Jean Tomlinson, P.E., Engineering Manager
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	A. Potable Water	
--	-------------------------	--

1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	Yes, offsite water main extension is currently under construction.
4. Location and Size of Nearest Water Main:	6" water main extension will be adjacent to property.

	B. Sanitary Sewer	
--	--------------------------	--

1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	No, sewer treatment capacity is available at wastewater treatment facility but sewer connection is not currently available.
3. Extension Needed:	N/A, sewer connection is not currently available and extension is cost-prohibitive.
4. Location and Size of Nearest Force Main:	N/A to this annexation; 6" force main on E Silver Star Rd.
5. Annexation Agreement Needed:	Annexation agreement needed for water service. City sewer service is not being provided at this time.

	C. Other	
--	-----------------	--

1. Utility Easement Needed:	Yes, to be dedicated prior to completion of offsite water main site work permit.
2. Private Lift Station Needed:	No
3. Well Protection Area Needed:	No

VII. TRANSPORTATION	Berenice Belizaire, Planner I
----------------------------	-------------------------------

1. Paved Access:	Yes- Woodson Avenue
2. ROW Dedication:	No
3. Traffic Study:	No
4. Traffic Analysis Zone:	No

VIII. PRELIMINARY CONCURRENCY EVALUATION	
---	--

A. Transportation:	
---------------------------	--

B. Parks / Recreation:	
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C. Water / Sewer:	
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D. Stormwater:	
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E. Solid Waste:	
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F. Impact Fees:	
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IX. SITE SPECIFIC ISSUES

All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS

Berenice Belizaire, Planner I

City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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City of Ocoee
Business Impact Estimate

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- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
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- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

FIRST INSERTION

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
524, 518, & 508 WOODSON AVENUE -LEGACY HOMES FL LLC
PROPERTIES ANNEXATION
CASE NUMBERS: AX-04-25-04, AX-04-25-03, & AX-04-25-02

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10A(1), and Article V, Section 5-9 of the City of Ocoee Land Development Code, that on **TUESDAY, JUNE 17, 2025, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the Annexation for 524, 518, & 508 Woodson Avenue - Legacy Homes FL LLC Properties. The properties are assigned Parcel ID # 17-22-28-0000-00-039, 17-22-28-0000-00-093, & 17-22-28-0000-00-076 and consist of approximately 1.11 acres combined. The properties are located on the west side of Woodson Ave., approximately 675 feet north of the intersection of E. Silver Star Rd. and Woodson Ave.

If the applicant's requests are approved, the annexation would incorporate the properties into the City of Ocoee.

ORDINANCE NO. 2025-08
524 WOODSON AVENUE

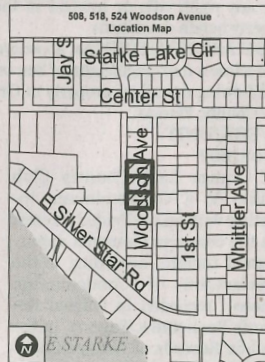
AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.35 ACRES LOCATED AT 524 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2025-10
518 WOODSON AVENUE

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 518 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2025-12
508 WOODSON AVENUE

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 508 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.



Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

June 5, 12, 2025

25-01509W

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER THE
524, 518, & 508 WOODSON AVENUE - LEGACY
HOMES FL LLC PROPERTIES
REZONING FROM COUNTY R-1 (SINGLE-FAMILY DWELLING DISTRICT) TO CITY R-1A
(SINGLE-FAMILY DWELLING DISTRICT)
CASE NUMBERS: RZ-25-04-04, RZ-25-04-03, & RZ-25-04-02

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-9 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, JUNE 17, 2025, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Rezoning for the 524, 518, & 508 Woodson Avenue - Legacy Homes FL LLC Properties. The properties are assigned Parcel ID # 17-22-28-0000-00-039, 17-22-28-0000-00-093, & 17-22-28-0000-00-076 and consist of approximately 1.11 acres combined. The properties are located on the west side of Woodson Ave., approximately 675 feet north of the intersection of E. Silver Star Rd. and Woodson Ave.

524 WOODSON AVENUE

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-1 (SINGLE-FAMILY DWELLING DISTRICT) TO CITY OF OCOEE R-1A (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.85 ACRES LOCATED AT 524 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

518 WOODSON AVENUE

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-1 (SINGLE-FAMILY DWELLING DISTRICT) TO CITY OF OCOEE R-1A (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.88 ACRES LOCATED AT 518 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

508 WOODSON AVENUE

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-1 (SINGLE-FAMILY DWELLING DISTRICT) TO CITY OF OCOEE R-1A (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.88 ACRES LOCATED AT 508 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

June 5, 2025

25-01511W



Meeting Date: June 17, 2025

Item #: 4

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of Code Enforcement Board Reappointments and Discussion on Changing Meeting Day. (City Clerk Sibbitt)

Background Summary:

The Code Enforcement Board was created by Ordinance No. 741 on June 16, 1981. The purpose of this Board is to review residential property infractions of the City Technical Codes, negotiate compliance and impose fines for failure to comply. The City utilizes a magistrate apart from the Code Board for code enforcement issues involving commercial properties. The Code Enforcement Board shall consist of seven (7) regular members and two (2) alternate members, all with three-year terms. Currently, the Board has seven (7) regular members and no alternate members.

There are three (3) regular member seats with terms set to expire June 2025. Staff reached out to the three (3) regular members whose terms are set to expire in June 2025 to confirm their interest in reappointment and requested updated applications. The three-year terms of Members Joe Bandur, William Mann, and Laini Schultz will conclude in June 2025. Members Bandur and Schultz have expressed interest in being considered for reappointment and have submitted updated applications, which are attached. Member Mann has not responded regarding his interest in reappointment; therefore, his seat will be considered vacant at the end of the month. In 2024, Member Bandur, who currently serves as Chair, attended all scheduled meetings. In 2024, Member Schultz attended eight (8) of nine (9) meetings.

At the Regular City Commission Meeting held on May 20, 2025, the Police Department requested that the City Commission reconsider the current use of the Code Enforcement Board and proposed that all code enforcement cases, both residential and commercial, be referred to a Special Magistrate instead. Following discussion, the City Commission voted to maintain the seven-member Code Enforcement Board and to begin accepting new applications in an effort to secure future quorums. Additionally, questions were raised about the cancellation of the Board's November and December meetings. Since no information was available at the time, a Commissioner later contacted staff to follow up on the cancellation reasons and requested a solution. Upon reviewing past meeting minutes, staff determined that the Board began canceling its December meetings in 1993 through a memorandum from the Chair, with subsequent cancellations continued by Board motions in the following years. Since September 2021, the Board has also voted to cancel its November meetings following discussion. If the City Commission prefers that the November and December meetings continue as scheduled, staff recommends considering a change in the meeting day to the third Thursday of each month to help avoid conflicts with holiday weeks.

Issue:

Should the Honorable Mayor and City Commissioners consider reappointing Members Bandur and Schultz to

serve another three-year term ending June 2028 on the Code Enforcement Board, and consider a change in the meeting day to the third Thursday of each month to help avoid conflicts with holiday weeks?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners consider reappointing Members Bandur and Schultz to serve another three-year term ending June 2028, and consider a change in the meeting day to the third Thursday of each month to help avoid conflicts with holiday weeks.

Attachments:

1. Code Enforcement Board List
2. Board Application - Bandur
3. Board Application - Schultz
4. 2024 Attendance Log
5. 2025 Attendance Log
6. 12-07-1993 Meeting Canceled
7. 11-22-1994 Minutes
8. 09-28-2021 Minutes
9. 10-25-2022 Minutes
10. 09-26-2023 Minutes
11. 10-24-2023 Minutes
12. 09-24-2024 Minutes
13. 10-22-2024 Minutes

Financial Impacts:

None

Type of Item: Regular

CODE ENFORCEMENT BOARD

Created by Ord. #741 on 6-16-81/Amended by Ord. #1004 on 9-1-87/ #89-43 on 11-21-89/ #95-06 on 3-7-95 / #2017-005 on 1-17-17.
Members must be City residents per § 7-5.A, Code of Ordinances and they will serve 3 year terms.
Election for Chair and Vice-Chair held in June.

(7 Regular and 2 Alternate Members ~ 4 is a Quorum)

Member	District	Email	Term Expires
1. Johnmichael Fernandez	4	Johnmichael98@yahoo.com	June 2027
2. Warren Lewis	1	walewis051515@gmail.com	June 2026
3. Joe Bandur	1	joecodee@yahoo.com	June 2025
4. William Mann	4	Malachiyehuda17@gmail.com	June 2025
5. Ravi Bickram	2	ravibickram@aol.com	June 2027
6. Laini Schultz	2	lainischultz@gmail.com	June 2025
7. Crystal Smalldon	2	crystal-smalldon@gmail.com	June 2026

Alternate Members	District	Email	Term Expires
1. Vacant			
2. Vacant			

Board Attorney

Fowler, Feeney & Associates **407/425-2684 (W)**
James A. Fowler "Skip", Esq. **407/487-0005 (Fax)**
Sharyn Hudson – Executive Assistant sharyn@ffalaw.org
28 West Central Blvd.
Suite 400
Orlando, FL 32801



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccd1@ocoe.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) JOSEPH BANDUR E-mail Address JOECODEE@YAHOO.COM
 Home Address 505 SPRING LAKE CIRCLE OCOEE FLORIDA
 Phone 407-509-1556 City Resident at Least 6 Months? ☒ Yes ☐ No City District # _____

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work SELF EMPLOYED Position OWNER
 Business Address 17307 PAGONIA ROAD CLERMONT, FL 34711

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☒ Yes ☐ No If yes, please describe CODE ENFORCEMENT
State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☒	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☐	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☒ Yes ☐ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☒ No

Education: POST GRADUATE DEGREES

Experience: BOARD MEMBER, CURRENT CHAIR FOR THE OCOEE CODE ENFORCEMENT BOARD

Special Knowledge or Skills: TOO MANY TO LIST

Community/Civic Organizations & Involvement: NONE AT THE PRESENT TIME

Hobbies or Special Interests: NUMEROUS

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

Race

- ☐ African-American
- ☐ Asian- American
- ☐ Hispanic-American
- ☐ Native American
- ☒ Caucasian

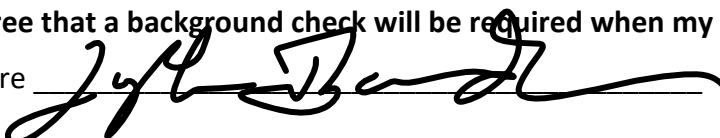
Gender

- ☒ Male
- ☐ Female

Disability

- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature  Date 06/04/2025



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccd1@ocoe.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Laini Schultz E-mail Address Lainischultz@gmail.com

Home Address 306 Forrest Crest Ct, Ocoee FL 34761

Phone 689 256 3484 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 2

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work CCS Position Construction Project Manager

Business Address 11342 Terminal C Service Rd, Orlando, FL 32824

US Citizen? ☒ Yes ☒ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____

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Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☒	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☐	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☒ Yes ☐ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☐ No

Education: MSc Construction Management - Polytechnic NYU, New York, NY

Experience: Construction Project Executive with a demonstrated history of managing high profile public use projects in the transportation and construction industry

Automated People Mover (APM) Design and Construction, Mass Transit Construction, Oversight of Project Management, Project Start-Up and Closeout, Conflict Resolution, Project Coordination, Change Orders and Contract Management

Strong program and project management professional with a degree focused in Construction Management

Special Knowledge or Skills: FL Certified General Contractor #1531761

Disaster Debris Reduction, Removal and Disposal

Community/Civic Organizations & Involvement: Orange County Government -

Fire and Life Safety Board of Adjustment and Appeals

Hobbies or Special Interests: Education & Mentoring

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
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STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

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- ☐ Hispanic-American
- ☐ Native American
- ☐ Caucasian

Gender

- ☐ Male
- ☒ Female

Disability

- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature Laini Schultz

Date 05-29-2025

CODE ENFORCEMENT BOARD ATTENDANCE 2024

Board Member			Term Expires	January	February	March	April	May	June	July	August	September	October	November	December <i>No Meeting Scheduled</i>	Attendance Ratio
Chair	Joe Bandur	Jun-25	P	NO M E E T I N G	P	P	P	P	P	P	P	P	P	NO M E E T I N G	NO M E E T I N G	9/9
Vice-Chair	Warren Lewis	Jun-26	P		P	P	P	P	P	P	P	P	P			9/9
Member	William Mann	Jun-25	A/E		A/E	A/E	P	A/E	A/E	P	A/E	P				3/9
Member	Laini Schultz	Jun-25	P		P	P	P	P	P	P	P	P	A/U			8/9
Member	Crystal Smalldon	Jun-26	P		P	A/E	A/E	A/E	A/E	A/E	P	A/E				3/9
Member	Johnmichael Fernandez	Jun-27			P	P	P	A/E	P	P	A/E	P				6/8
Resigned	David Brennan	Jun-27	P		P	P	A/U	P	RSND							4/5

ALTERNATE MEMBERS																
Alt. Member #1	Vacant	N/A														N/A
Alt. Member #2	Vacant	N/A														N/A

RSND = resigned

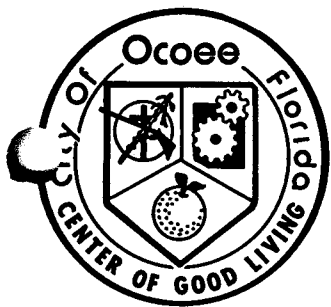
CODE ENFORCEMENT BOARD ATTENDANCE 2025

Board Member		Term Expires	January	February	March	April	May	June	July	August	September	October	November	December <i>No Meeting Scheduled</i>	"Attendance" Ratio
Chair	Joe Bandur	Jun-25	N	Y	No Repsonse									N O M E E T I N G	/11
Vice-Chair	Warren Lewis	Jun-26	Y	N	Y										/11
Member	William Mann	Jun-25	N	N	Y										/11
Member	Laini Schultz	Jun-25	Y	Y	Y										/11
Member	Crystal Smalldon	Jun-26	N	N	N										/11
Member	Johnmichael Fernandez	Jun-27	Y	Y	N										/11
Member	Bickram	Jun-27													/6

ALTERNATE MEMBERS															
Alt. Member #1	Vacant	N/A													N/A
Alt. Member #2	Vacant	N/A													N/A

RSND = resigned

Key
MEETING
NO MEETING



"CENTER OF GOOD LIVING - PRIDE OF WEST ORANGE"

CITY OF OCOEE

150 N. LAKESHORE DRIVE
OCOEE FLORIDA 34761-2258
(407) 656-2322

MAYOR • COMMISSIONER
S. SCOTT VANDERGRIFT

COMMISSIONERS
RUSTY JOHNSON
PAUL W. FOSTER
VERN COMBS
JIM GLEASON

CITY MANAGER
ELLIS SHAPIRO

MEMORANDUM

TO: CODE ENFORCEMENT BOARD MEMBERS
CITY COMMISSIONERS

FROM: CHAIRMAN JIM SILLS *JS/SMS*

DATE: DECEMBER 7, 1993

REF: CANCELLATION OF DECEMBER'S BOARD MEETING

Please be advised that there will be no Code Enforcement Board meeting for the month of December. The next scheduled meeting will be January 25, 1994.

HAPPY HOLIDAYS, AND I LOOK FORWARD TO SEEING ALL OF YOU IN "94".

JS/sms

**MINUTES OF THE CITY OF OCOEE CODE ENFORCEMENT BOARD MEETING
HELD ON November 22, 1994**

CALL TO ORDER

Chairman Sills called the regular meeting of the Ocoee Board of Code Enforcement to order at 7:30 p.m. in the commission chambers of the Municipal Building and led in the pledge of allegiance. **Vice Chairman Carlsson** held a moment of prayer. The roll was called and a quorum declared present.

PRESENT: Chairman Sills, Vice Chairman Carlsson, Members Alexander, Chestney, Lenko, and Alternate Glass. Also present were Attorney Cool, Building and Zoning Official Flippen, Code Enforcement Officers Braddy and Simon, Deputy Clerk Seaver, and Clerk/Stenographer Lewis.

ABSENT: Members Barnett and Shagner (excused).

APPROVALS

This item consisted of the Minutes of the October 25, 1994 Code Enforcement Board meeting. **Member Lenko, seconded by Vice Chairman Carlsson, moved to approve the Minutes of the October 25, 1994 Code Enforcement Board meeting as presented. Motion carried 5-0.**

COMMENTS FROM CITIZENS

There were no citizens comments at this time.

HEARINGS OF STATEMENT OF VIOLATIONS PURSUANT TO NOTICES OF HEARING

Vice Chairman Carlsson, seconded by Member Chestney, recommended that the Board move agenda item V.G-Discussion on December's CEB Meeting to this point in the meeting. Motion carried 5-0. Chairman Sills explained that due to the holidays the City is closed Friday and Monday. The CEB meeting would be on December 27.

Alternate Member Glass arrived at the meeting at 7:38 P.M.

Discussion ensued on the case work load for December and the number of members remaining in town during the holidays. Vice Chairman Carlsson, seconded by Member Alexander, moved to cancel the December 27, 1994 Code Enforcement Board meeting, unless the City has a major case that should be heard by the Board. Motion carried 6-0.

94-68, ORANGE TREE CINEMA

Upon **Chairman Sills'** request, **Code Enforcement Officer Simon** was sworn in by **Deputy Clerk Seaver**. **Officer Simon** stated that the original violation was for Chapter 108-22 Minimum Requirements for electrical systems: Every electrical outlet and fixture, all wiring and equipment shall be installed, maintained and connected to a source of electric power in accordance with the provisions of the Electrical Code of the authority having jurisdiction (National Electric Code). Tape was over breakers in #2 Projection Room and Romex Wire had

Officer Loeffler explained that as of September 28, 2021, the property was found in compliance No further action requested

V DISCUSS NOVEMBER MEETING

Clerk Mieras explained the November 23rd Code Board Meeting is the week of Thanksgiving The Clerk asked the Board for confirmation on which Board members plan to be in attendance, and/or if the Board wishes to not have a November meeting There is no meeting scheduled for December Assistant Support Services Director Doug Gaines noted the Board Attorney will not be able to be present for a November meeting.

Member Bandur, seconded by Member Johnson, moved that the November 23, 2021, meeting is cancelled Motion carried unanimously

VI COMMENTS

Assistant Support Services Director Doug Gaines introduced the new Code Enforcement Officer, Christopher Rey He will take over for Officer Siegrist who is retiring.

Meeting adjourned at 7:32 p.m

ATTESTED

APPROVED


Justin Mieras Code Enforcement Clerk


Valerie Odom Chair

VI. NOVEMBER & DECEMBER MEETINGS

Member Lewis, seconded by Member Mann, moved to cancel the November 22, 2022, and December 27, 2022, Code Enforcement Board meetings. Motion passed 3 - 1 with Member Brennan opposed.

VII. COMMENTS

None.

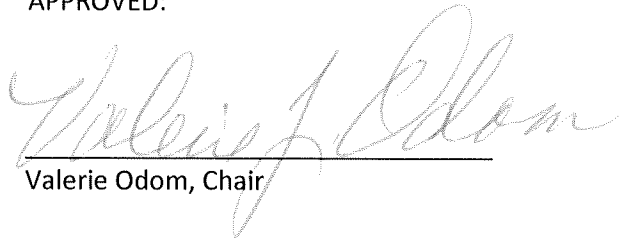
Meeting adjourned at 7:37 p.m.

ATTEST:



Justin Mieras, Code Enforcement Clerk

APPROVED:



Valerie Odom, Chair

§ 51.13. – Formerly Open Screen Patio Area Converted to Enclosed Room W/O Required Permit

Acting Support Services Director Doug Gaines explained that as of September 26, 2023, the property is still in non-compliance. The City asked for an Order Imposing Fine.

Member Bandur, seconded by Member Mann, moved that in Case #2023-01281, the Board imposes fines as of August 22, 2023, as previously set by this Board. Motion carried unanimously.

COMMENTS

Code Enforcement Clerk Mieras reminded the Board about the need to notify the Clerk with their attendance plans.

Code Enforcement Clerk Mieras noted that the November Meeting is scheduled for the Tuesday after Thanksgiving and asked for consensus to schedule cases for the November meeting or for a vote to cancel the meeting in the event that a quorum is not expected. Discussion ensued.

Consensus of the Board was to add "November Meeting Discussion" to the October Agenda.

Chair Odom made an announcement, stating that she would retire from the Code Enforcement Board at the conclusion of this year's meetings.

Meeting adjourned at 7:50 p.m.

ATTEST:


Justin Mieras, Code Enforcement Clerk

APPROVED:


Valerie Odom, Chair

NOVEMBER MEETING DISCUSSION

Member Bandur, seconded by Member Mann, moved to cancel the November 28, 2023, Code Board Meeting. Motion carried unanimously.

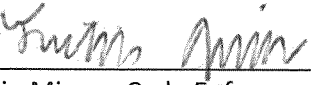
BOARD COMMENTS

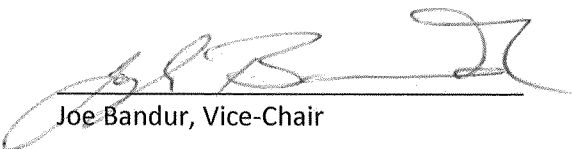
Chair Odom reaffirmed she will be stepping down from the Code Enforcement Board. Code Enforcement Clerk Justin Mieras informed the Board about the voting for the Chair procedures. "Chair Election" will be added to the next meeting, January 23, 2024.

Meeting adjourned at 7:36 p.m.

ATTEST:

APPROVED:


Justin Mieras, Code Enforcement Clerk


Joe Bandur, Vice-Chair

Member Lewis, seconded by Member Schultz, moved that in Case #2024-00394, the Board imposes fines as of September 24, 2024, as previously set by this Board. Motion carried unanimously.

CASE NO 2024-02195

OFFICER LOEFFLER	1246 RUSSELL DR	MONKS THOMAS B MONKS KIM
Violation Cited: § 108-24.D. Summary: § 108-24.D. – Prohibits use of a residential property for the storage of any abandoned motor vehicle, ice box, refrigerator, stove, glass, building material, building rubbish or similar items.		

Observation:

§ 108-24.D. – Junk Debris Trash Landscape Debris Front Yard / Easement; Warning Issued by Public Works Staff.

Officer Loeffler explained that as of September 24, 2024, the property is still in non-compliance. The City asked for an Order Imposing Fine.

Member Lewis, seconded by Member Smalldon, moved that in Case #2024-02195, the Board imposes fines as of September 12, 2024, as previously set by this Board. Motion carried unanimously.

CASE NO 2024-02443

OFFICER LOEFFLER	1617 DORIS ANN CT	LALL HAMENT
Violation Cited: § 115-3.B. Summary: § 115-3.B. – No person shall allow or permit excessive growth, ten inches or more on property owned, of weeds, grass, undergrowth, or other dead or living plant life.		

Observation:

§ 115-3.B. – Overgrown Tall Weeds and Grass Surrounding Dilapidated Shed.

Officer Loeffler explained that as of September 24, 2024, the property is still in non-compliance. The City asked for an Order Imposing Fine.

Member Lewis, seconded by Member Smalldon, moved that in Case #2024-02443, the Board imposes fines as of September 12, 2024, as previously set by this Board. Motion carried unanimously.

COMMENTS

Code Enforcement Clerk Mieras noted that the November Meeting is scheduled for the Tuesday before Thanksgiving. **Code Enforcement Clerk Mieras will add “November Meeting Discussion” to the October Agenda** during which the City will ask the board members for their attendance plans and ask the Board for a consensus to have the November meeting or for a vote to cancel the meeting based on expected quorum.

§ 6-4.H.(6)(b) – Trailers of all types shall not be parked or stored for more than 48 hours in a residential district unless it is located behind the front yard building line and screened with a six-foot high opaque fence with a gate.

§ 108-24.D. – It shall be unlawful to use a residential property for the storage of any abandoned motor vehicle, ice box, refrigerator, stove, glass, building material, building rubbish, or similar items. It shall be the duty of every such owner and occupant to keep the premises of residential properties clean and to remove all such abandoned items.

§ 143-27.A. – At non-pickup times, garbage carts shall be placed in side yards or rear yards and screened from view to the extent practicable. Except as provided herein, garbage carts shall at no time be placed in the front yard of the premises.

§ 165-3.A. – No person shall keep any abandoned or junk vehicle on any public property or any private property.

Observation:

§ 6-4.H.(6)(b) – Trailers Parked / Stored in Prohibited Locations

§ 108-24.D. – Misc. Tools, Parts, Equipment, Debris Littering Property

§ 143-27.A. – Waste Cans Left in Prohibited Location During Non-Collection Time-Frames

§ 165-3.A. – Non-Operations Vehicles on Property

Officer Loeffler explained that as of October 22, 2024, the property is still in non-compliance. The City asked for an Order Imposing Fine.

Member Fernandez, seconded by **Member Lewis**, moved that in Case #2024-03000, the Board imposes fines as of October 10, 2024, as previously set by this Board. Motion carried unanimously.

CASE NO 2024-03025

OFFICER LOEFFLER	2919 CARDASSI DR	SAINT-HILAIRE CHIMENE
Violation Cited: § 51-13.		
Summary:		
§ 51-13. – It shall be a violation to do work related to construction without first obtaining a permit.		

Observation:

§ 51-13. – Retaining Wall Construction Without Permit. Verified No Permit

Officer Loeffler explained that as of October 22, 2024, the property is still in non-compliance. The City asked for an Order Imposing Fine.

Member Mann, seconded by **Member Fernandez**, moved that in Case #2024-03025, the Board imposes fines as of October 10, 2024, as previously set by this Board. Motion carried unanimously.

Citizen Steven Wetzel explained the issues the HOA has had with this member of the community and detailed the continued work without permit performed.

NOVEMBER MEETING DISCUSSION

Member Fernandez, seconded by **Member Mann** moved to cancel the November 26, 2024, Code Enforcement Board regular meeting. Motion carried unanimously.

COMMENTS

Chair Bandur advised he will be absent for the January 28, 2025, meeting.



Meeting Date: June 17, 2025
Item #: 5

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Discussion and Direction on Planned Actions in Reference to Code Enforcement and Parking Concerns. (Police Chief Ogburn)

Background Summary:

This report is submitted in response to concerns raised during the May 6, 2025, City Commission Meeting, during which the Commission highlighted the need to strengthen deterrents against motorists who disregard “No Parking” signage and fail to comply with existing traffic enforcement measures. In response, City Manager Shadrix advised that addressing this issue would necessitate amendments to the City Code and committed to bringing forward policy options for the Commission’s consideration.

Since that time, Police Chief Ogburn, in collaboration with city staff, has conducted a review of best management practices and developed a comprehensive set of policy and enforcement recommendations. These recommendations are designed to enhance parking compliance and improve the overall effectiveness of code enforcement efforts. Given the interrelated nature of parking and code violations, deficiencies in one area often compromise the efficacy of the other.

To implement these improvements, amendments to Chapter 168 of the City Ordinance (Parking Violations and Enforcement) will be required. The proposed revisions include provisions for escalating penalties, enhanced tracking mechanisms, and strengthened enforcement procedures.

Under the current ordinance, initial enforcement action for parking violations involves the placement of a warning sticker on the vehicle, which must remain for a minimum of 48 hours in accordance with §165-6 of the City Code. In alignment with previous Commission discussions, staff is now presenting a set of follow-up recommendations and enforcement options to be considered as next steps beyond the initial warning phase.

1. Implement Escalating Penalties for Repeat Parking Offenders

Increase citation fines for recurring violations within 12 months:

- First citation: \$40 (Currently in the code)

The City Code would be amended to create:

- Second citation: \$75
- Third citation: \$100
- Fourth citation: \$250, includes towing or immobilization of the vehicle at the owner’s expense.

2. Authorize Vehicle Immobilization or Towing After Notice Period

Provide for the placement of a 48-hour notice on vehicles parked in violation. If the vehicle remains in violation after 48 hours:

- **Option A:** Issue a violation, and if unaddressed, immobilize or tow the vehicle.
- **Option B:** Proceed directly to immobilization or towing without an additional citation, at the owner's expense.

3. Improve Violation Tracking Capabilities

Currently, the city does not possess software that tracks the number of parking violations issued to a single vehicle. Staff recommends authorizing the Police Department to research and procure software that can track and monitor parking offenses to manage habitual violators better.

4. Increase Visibility and Efficiency in Enforcement

- Improve signage visibility in problem areas to deter violations.
- Streamline enforcement procedures to ensure consistent application of penalties and notices.

Staff is presenting these recommendations to the commission for consideration, and they are designed to reduce habitual violations, promote public compliance with posted regulations, and enhance overall traffic safety within the City of Ocoee.

Issue:

Should the Honorable Mayor and City Commissioners authorize staff to proceed with one or more of the proposed options to address Code Enforcement and Parking concerns?

Recommendations:

It is recommended that the Honorable Mayor and City Commissioners authorize staff to move forward with one or more of the proposed options to enhance Code Enforcement and Parking compliance.

Attachments:

None

Financial Impacts:

There is no financial impact to the City of Ocoee at this time.

Type of Item: Regular



Meeting Date: June 17, 2025
Item #: 6

Contact Name: Douglas Gaines
Contact Number: Ext. 1503

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval of Ocoee Remembers Event - November 1, 2025. (Parks and Leisure Services Deputy Director Gaines)

Background Summary: Since 2022, the City of Ocoee has held an Ocoee Remembers event on the first Saturday in November to honor and pay tribute to the descendants of the African Americans who were victims of the 1920 Ocoee Election Day Massacre. This observance recognizes the historical injustices that occurred and seeks to provide a space for reflection and remembrance while continuing to move forward in unity. This year, the city's remembrance event is planned for Saturday, November 1, 2025. Staff is seeking the Commission's authorization to proceed with the event as planned below.

Without prior coordination, the Alliance for Truth and Justice (ATJ) organization recently informed city staff that they plan to host their own remembrance events for the descendants on November 1st. The ATJ has partnered with the Orlando Museum of Art to invite the descendants and the public to a video presentation to be held at the museum. After the museum presentation, the ATJ in collaboration with the Ocoee Christian Church (Disciples of Christ), will host a service at the church for the descendants. The church service will also be open to the public. Historical note: during the tragic events on November 2, 1920, the Ocoee Christian Church provided a safe haven for African Americans fleeing the mob violence. The ATJ has reached out to ask about partnering with the City.

Unless authorized by the City Commission, staff is moving forward with the City's event as usual with the 2025 Ocoee Remembers event program outlined below:

**Memorial Wall Remembrance Ceremony at Unity Park– Open to the Public
4:30 p.m. – 5:30 p.m.**

- Invocation – Pastor Keith Tower, HighPoint Church
- Opening Remarks/Recognition of Elected Officials – Mayor
- Presentation of white roses to descendants, who will be invited to lay them on the Memorial Wall, which bears the names of the 263 African Americans known to have lived in Ocoee in 1920
- Remarks - Descendants
- Poem shared in honor of the victims and survivors
- Dove release to symbolically honor the memory of those who once called Ocoee home

Reception at the Ocoee Lakeshore Center – Invitation Only
6 p.m. – 7 p.m.

- Heavy hors d'oeuvres
- Ocoee High School Jazz Band (TBD)
- Photos of previous Ocoee Remembers events shown on television monitors
- Caricature Artists
- Memory Jars
- Keepsake gift for the descendants

Issue:

Should the Honorable Mayor and City Commissioners authorize city staff to move forward with the Ocoee Remembers event as proposed to be held on Saturday, November 1, 2025?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize city staff to move forward with the Ocoee Remembers event as proposed to be held on Saturday, November 1, 2025.

Attachments:

None

Financial Impacts:

There is \$10,000 funded in FY 2024/25 for the Ocoee Remembers event.

Type of Item: Regular