



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

March 3, 2026

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• **PRESENTATIONS AND PROCLAMATIONS**

Black History Month Essay Contest Awards

• **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 February 17, 2026. **(City Clerk Sibbitt)**
2. Approval to Appoint the Mayor Pro Tem. **(City Clerk Sibbitt)**
3. Approval of a New Appointment to the Parks and Recreation Advisory Board (PRAB). **(City Clerk Sibbitt)**
4. Approval of Replacement Vehicle Purchase Request. **(Police Chief Ogburn)**
5. Approval to Award Invitation to Bid (ITB) #26-003 City of Ocoee Downtown Septic to Sewer Connections Project. **(Procurement Manager Tolbert)**
6. Approval of Motor Replacement in Fire Department Engine 26. **(Public Works Deputy Director Rigwood)**

• **FIRST READING OF ORDINANCE**

7. First Reading of an Ordinance providing for an Amendment to Chapter 7 of the Code of Ordinances related to the Ocoee Code Enforcement Board and Special Magistrate Ordinance. **(Police Chief Ogburn)**

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

• **PUBLIC HEARING**

- **REGULAR AGENDA**

8. Approval of Commission Liaisons to Various Boards. **(City Clerk Sibbitt)**

- **MAYOR'S ANNOUNCEMENTS**


- **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.


OCOEE CITY COMMISSION
Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

February 17, 2026

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:16 PM**

Mayor Johnson called the regular session to order at **6:16 PM** in the Commission Chambers of City Hall. The invocation was led by **Ages Hart**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Kennedy**. **Deputy City Clerk Parks** called the roll and declared a quorum present.

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

Absent: None

Also Present: City Manager Shadrix, City Attorney Geller, and Deputy City Clerk Parks

• **PRESENTATIONS AND PROCLAMATIONS 6:19 PM**

Montessori Education Week Proclamation 2026 - Read and proclaimed by **Mayor Johnson** and accepted by representatives from Innovation Montessori Ocoee.

Ocoee Middle School Renovation Project Update – **Andy Orrell**, *Orange County Public Schools*, introduced the project team overseeing the renovation of Ocoee Middle School. **Tom Wannan**, *HuntonBrady Architects*, delivered a PowerPoint presentation outlining the comprehensive renovation plan, including the proposed scope of work, building layouts, exterior improvements, updated elevations, interior enhancements, and overall functional upgrades to the campus. **Freddy Torres**, *Williams Company*, concluded the presentation by reviewing project statistics and the anticipated timeline, noting that the project is scheduled for completion in 2028.

Mayor Johnson opened the floor for public comments on the Ocoee Middle School Renovation Project. The following persons addressed the City Commission:

- **Cathy Sills**, *Ocoee Resident*, commented that she is impressed with what is being completed for the faculty and students but inquired about the findings of St. John's Water Management District in regard to drainage on Lakeshore Drive and the presenters addressed her concerns. **Ms. Sills** also inquired about potential school-related traffic impacts and whom residents should contact if traffic issues occur. **Mr. Orrell** addressed her question.
- **Justin Jansen**, *Ocoee Resident*, asked whether the retention area for the ponds would be increased. He was advised that it would.
- **Patricia Robertson**, *Ocoee Resident*, stated that her property did not experience any water issues until Ocoee Middle School was rebuilt and expressed concern that the planned upgrades could worsen the situation. She also shared concerns regarding the potential for increased traffic and reduced privacy. **Mr. Orrell** addressed her concerns.
- **Dr. Jim Moyer**, *Orange County Water and Soil Conservation District 2 Supervisor*,

expressed his concerns with the extreme weather conditions and the retention ponds water runoff.

Commissioner Wilsen expressed her disappointment in the attendance of the zoom meeting and the lack of communication between the Orange County School Board and Ocoee residents.

Commissioner Kennedy shared his observations regarding the presentation and expressed disappointment with the responses provided by OCPS to residents' questions. He stated that he does not believe the information presented meets public standards, noting that qualified experts should be able to provide clearer and more definitive answers to the residents.

Commissioner Firstner stated that the project looks very nice, in general, and will enhance the cosmetics of the school, but it will not enhance the quality of education for the students. He suggested that OCPS focus their efforts to recruit and retain high-quality teachers.

Commissioner Oliver commented on the overall cost of the project and expressed the opinion that the funds may have been better allocated toward constructing a new school.

Mayor Johnson commented that some of the concerns discussed have existed for approximately 40 years and have never been corrected. He expressed concern that the School Board has not visited Ocoee to directly understand the challenges residents are facing and felt that a School Board representative should have been present at tonight's meeting.

• **STAFF REPORTS AND AGENDA REVIEW 7:10 PM**

City Manager Shadrix announced item number six (6) on the consent agenda needs to be pulled and moved to the March 3rd City Commission meeting. He also provided an update on their trip to Washington, D.C., to advocate for the zip code change, noting that they were paired with two other cities involved in Senate Bill 1455. A follow-up trip is being proposed for March 16th – 17th, and he is requesting authorization for the same attendees to participate in lobbying efforts. He is seeking approval to use contingency funds to cover the costs of the return trip to Washington, D.C.

Motion: Move to approve City Manager Shadrix, Mayor Johnson, and Commissioner Wilsen to return to Washington D.C. on March 16th and 17th and funding to be allocated from Contingency Funds; Moved by Commissioner Kennedy, seconded by Commissioner Firstner; Motion carried 5-0.

• **PUBLIC COMMENTS 7:15 PM**

The following persons addressed the City Commission:

- **Dr. Jim Moyer**, *Orange County Water and Soil Conservation District 2 Supervisor*, commented on the extreme climate change and encouraged everyone to help save the world.
- **David Barenburg**, *Ocoee Resident*, commented on House Bill 1879 and the need for sewer service in the Marion Park area. Currently, residents there rely on septic systems, and since sewer installation is not planned within the next decade, replacement or repairs to failing septic tanks could be costly for homeowners. **City Manager Shadrix** shared that he is in the process of scheduling a meeting with Orange County to discuss several issues in which this would fit into. He further shared that the City has received a grant to do its own resiliency program, which opens the door to

seek direct State funding; this all may help benefit residents. **Mayor Johnson** commented on money the City of Apopka received from Orange County. **Commission Oliver** shared that policy are made and certain decisions are made at the County level and encourage residents to vote.

• **CONSENT AGENDA 7:30 PM**

Consent Agenda Motion

Motion: Move to adopt Consent Agenda Items #1-5 and #7-10 with Item #6 being tabled until the March 3rd Regular City Commission Meeting; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held February 3, 2026. **(Acting City Clerk Parks)**
2. Approval of the Florida Lighting Service Agreement with Duke Energy Florida, LLC for W. Oakland Ave Lighting. **(City Engineer Womack)**
3. Approval of Flotech Environmental, LLC as a Single Source Vendor for Ocoee Hills Rd/Apricot Dr Drainage Pipe Replacement Project. **(City Engineer Womack)**
4. Acceptance of Appropriation Grant from the State of Florida for Ocoee Fire Station 38. **(Deputy Fire Chief Van Camp)**
5. Approval to Transition Fire Department Wireless Communications to FirstNet. **(Deputy Fire Chief Van Camp)**
6. Approval to Award Invitation to Bid (ITB) #26-003 City of Ocoee Downtown Septic to Sewer Connections Project. **(Procurement Manager Tolbert)**

This item was pulled at the request of City staff and will be brought back to the March 3rd Regular City Commission Meeting.

7. Approval to Contract with Genuine Parts Company, Doing Business as NAPA and Assigned to Glenn Joiner & Son, Inc., Providing On-Site Management of the Fleet Parts Supply. **(Public Works Director Krüg)**
8. Approval of Traffic Signal Control Box Replacement - McGuire Rd. & Tomynd Rd. **(Public Works Director Krüg)**
9. Approval of Sensus Software as a Service Agreement. **(Utilities Director Bolling)**
10. Approval of Power and Pumps as Single Source Vendor for Small Lift Station Pumping Repairs and Replacements. **(Utilities Director Bolling)**

• **MAYOR'S ANNOUNCEMENTS 7:33 PM**

Mayor Johnson announced the upcoming City events of the months of February and March.

• **COMMENTS FROM COMMISSIONERS 7:34 PM**

Commissioner Oliver – Commented on the following: 7:34 PM – 7:36 PM

- 1) Read an inspirational prayer.

Commissioner Firstner – No further Comments

Commissioner Wilsen – Commented on the following: 7:36 PM – 7:37 PM

- 1) Announced and gave details on the Shred to Protect event scheduled for March 14th

Commissioner Kennedy – Commented on the following: 7:37 PM – 7:39 PM

- 1) Stated that he is excited about the changes being made to the Code Enforcement Board.
- 2) Mentioned that renewal for the liaison positions on the City Advisory boards are coming up and asked the Commission to do a thorough review of each board, so that everyone has a clear understanding of the purpose and mission of each board.

Mayor Johnson – No further Comments

•ADJOURNMENT 7:39 PM

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



STAFF REPORT

Meeting Date: March 3, 2026

Item #: 2

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval to Appoint the Mayor Pro Tem. (City Clerk Sibbitt)

Background Summary:

Section C-9 of the Ocoee City Charter states: ... *"The Mayor pro tem shall be elected from among the Commissioners by the City Commission but shall continue to represent the district in which such Commissioner resides. The Mayor pro tem shall be elected at the first City Commission meeting following the swearing in of the candidates elected at each general city election ... and shall serve as Mayor pro tem until the successor is elected."*

On March 20, 2007, the City Commission established a policy providing for the annual selection of the Mayor pro tem, including in non-election years. On April 6, 2021, the Commission further agreed that the Mayor pro tem position would rotate annually by district. Commissioner Wilsen (District 2) was elected to serve as Mayor pro tem for the 2025–2026 term. Accordingly, Commissioner Firstner (District 3) would be next in the rotation and should be elected to serve as Mayor pro tem for the 2026–2027 term.

Issue:

Should the Honorable Mayor and City Commission elect Commissioner Firstner (District 3) as Mayor pro tem in accordance with City Charter Section C-9 and Commission Policy?

Recommendations:

Staff recommends the Honorable Mayor and City Commission elect Commissioner Firstner (District 3) as Mayor pro tem for the 2026-2027 term in accordance with City Charter Section C-9 and Commission Policy.

Attachments:

1. 03-20-2007 Minutes
2. 04-06-2021 Minutes

Financial Impacts:

None

Type of Item: Consent

Mayor Vandergrift clarified that the new language would not impose any costs on the City unless the City sought a modification of the Permit in the future due to a necessary drainage project.

ADD ON ITEM – Election of Mayor Pro Tem

Commissioner Anderson said he would like to rotate this position by seniority per Commissioner Johnson's suggestion, and start with Commissioner Johnson this year because he is the most senior Commissioner. **Consensus of the Commission was to rotate down through the seniority list on an annual basis, beginning next year even though there is no election next year.**

Commissioner Anderson, seconded by Commissioner Keller moved to appoint Commissioner Johnson as Mayor Pro Tem for this year, which term shall expire in March 2008 when the successor is elected. Motion carried 5-0.

ADD ON ITEM – Transfer of Funds to Cover Founder's Day Encumbrances

Commissioner Johnson said they need more money in the Founder's Day budget, until funds can be raised. They are trying to line up the entertainment. Commissioner Anderson asked for clarification that this is a loan that will be reimbursed. City Manager Frank said that the money is needed at this time to book the talent. If the amount needed goes over the budgeted amount it will be brought back to the Commission to increase the funds, but at this time we need the funding to book the entertainment. Commissioner Johnson said last year we budgeted \$45,000 and we raised \$82,000.

Commissioner Hood, seconded by Commissioner Keller, moved to authorized that funds be transferred from the contingency fund, or another fund deemed more appropriate by the City Manager, up to \$70,000, to cover encumbrances for the Founder's Day event until the funds are raised and the transferred funds can be reimbursed. Motion carried 5-0.

Returned to Item #6 at 9:29 p.m.

I. STAFF REPORTS

City Manager Frank said we need to discuss two workshop issues; the Economic Development Workshop, can be held on April 3, 2007, prior to the Commission Meeting at 6:00 p.m. We would also like to bring back the Health Insurance issue in a workshop session; he suggested doing that at the April 17th Regular Meeting. **Consensus of the Commission to approve the two workshops for April 3, and April 17, 2007, prior to the regular Commission Meetings.**

Commissioner Anderson asked if they could supply as much information in advance as possible prior to the workshops.

8. Approval of the Florida Midland Railroad Company License Agreement for Downtown Stormwater Park Improvements. (Public Works Director Krug)

The City Commission approved the Downtown Master Plan in October 2016 and the project list associated with the plan. A key element of the Plan is the development of the Downtown Stormwater Park which will provide stormwater retainage and treatment for much of the downtown area. The drainage basin of the Downtown Stormwater Park includes the area bounded between W. Oakland Ave. and Floral St. on the north and south and N. Bluford Ave. and the Kissimmee Ave. railroad tracks on the east and west. The Downtown Stormwater Park will also provide a connection point on the west side of the railroad tracks on Franklin Ave for future connection of developments. The City will have to enter into an agreement with Florida Midland Railroad Company in order to install the stormwater pipe under the railroad tracks.

Approved on Consent. Motion carried 5-0.

PUBLIC HEARING - None

FIRST READING OF ORDINANCE - None

SECOND READING OF ORDINANCE – PUBLIC HEARING - None

REGULAR AGENDA - 6:31 PM

9. Election of Mayor Pro Tem. (City Clerk Sibbitt)

Section C-9 of the Ocoee City Charter states, "The Mayor pro tem shall be elected from among the Commissioners by the City Commission but shall continue to represent the district in which such Commissioner resides. The Mayor pro tem shall be elected at the first City Commission meeting following the swearing in of the candidates elected at each general city election ... and shall serve as Mayor pro tem until the successor is elected." On March 20, 2007, the Commission created a policy to elect the Mayor pro tem annually, even in non-election years, by rotating down through the seniority list.

Mayor Johnson handed the gavel over to Mayor Pro Tem Brinson.

Motion: Move to appoint Commissioner Wilsen as Mayor Pro Tem; Moved by Mayor Johnson, seconded by Commissioner Firstner; Motion carried unanimously.

Commissioner Oliver commented that at a previous meeting they had a discussion which indicated they would make appointments in order of District seats. He asked for that wording to be added to future staff reports. **City Clerk Sibbitt** briefly explained the CRA Board did agree to this type of procedure for the position of Chair, and if the City Commission is seeking to do the same for the Mayor Pro Tem position, she will be sure to include such wording in future staff reports. **Consensus of the City Commission was to rotate the annual position of Mayor Pro Tem, in order of District seats.**



STAFF REPORT

Meeting Date: March 3, 2026

Item #: 3

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

**Subject: Approval of a New Appointment to the Parks and Recreation Advisory Board (PRAB).
(City Clerk Sibbitt)**

Background Summary:

Members of the Parks and Recreation Advisory Board (PRAB) serve three-year terms. The resolution provides that the Parks and Recreation Advisory Board shall consist of nine (9) members, and only legal residents of the City of Ocoee or who are members of a City sporting organization that utilizes the Ocoee parks shall be eligible for membership. 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. Currently, the board has six (6) members.

One new application has been received from Ravi Bickram, who wishes to be appointed to the Parks and Recreation Advisory Board with a term ending October 2029.

Issue:

Should the Honorable Mayor and City Commission appoint Ravi Bickram to the Parks and Recreation Advisory Board to serve a three-year term ending October 2029?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission consider appointing Ravi Bickram to the Parks and Recreation Advisory Board to serve a three-year term ending October 2029.

Attachments:

1. Board List
2. Parks & Rec Advisory Board Application - Ravi Bickram

Financial Impacts:

None

Type of Item: Consent

PARKS AND RECREATION ADVISORY BOARD

Created by Ordinance No. 908, 9-02-86/Amended by Ordinance Nos. 937, 93-02, 98-29, 2009-012 and Repealed by 2021-052
 Reestablished by Resolution No. 2021-011, Amended by Resolution No. 2022-03
 Members must be legal residents of the City of Ocoee or members of a City sporting organization that utilize the Ocoee parks
(9 Members/Three-Year Terms/Quorum is 50% plus One)

Member	District	Email	Term Expires
1. Jane Rainer <i>Ocoee Youth Soccer League Rep</i>	4	jrainer5@gmail.com	10/28
2. Sherrall Applegate	1	acodapple@gmail.com	10/26
3. Brad Lomneck	2	bradlovesocoe@gmail.com	10/26
4. Eli Salhab	4	Elisalhab@yahoo.com 4thekidsentertainment@gmail.com	10/28
5. Qubeliah Graham	4	trooperQ@hotmail.com	10/27
6. Michelle Cummings	2	macummings0522@gmail.com michelle.cummings@3mgrooving.com	10/28
7. Vacant			
8. Vacant			
9. Vacant			

Commission Liaison

Rosemary Wilsen

407-298-1574

RWilsen@ci.ocoe.fl.us

Staff Liaison

Mark Johnson

407-905-3100 ext. 9/5002

Recording Clerk

Gilda Shaw

407-905-3100 ext. 9/5110

GShaw@ocoe.org



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) Ravi Bickram E-mail Address ravibickram@aol.com
 Home Address 32 W Ohio St Ocoee, FL 34761
 Phone 407-906-0888 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 Axiom Bank Position Relationship Manager
 Business Address 16418 New Independence Parkway Winter Garden, FL 34787

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 _____

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.

<input type="checkbox"/>	Citizen Advisory Council for Fire Dept. ²	<input checked="" type="checkbox"/>	Parks & Recreation Advisory Board ²
<input type="checkbox"/>	Citizen Advisory Council for Police Dept. ²	<input type="checkbox"/>	Planning & Zoning Commission ¹
<input type="checkbox"/>	Code Enforcement Board ¹	<input type="checkbox"/>	Personnel Board
<input type="checkbox"/>	General Employees' Retirement Trust Fund Board of Trustees ¹	<input type="checkbox"/>	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
<input type="checkbox"/>	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: <u>Richmond Hill</u>
Experience: <u>My experience in banking span over 16yrs. Where I honed in my skills as a relationship manager, residential & commercial lending.</u>
Special Knowledge or Skills: <u>Leadership, Problem solving, time management, team building, project management.</u>
Community/Civic Organizations & Involvement: <u>Horizon West Rotary, IACC, Matthew's Hope, Southeastern Food Bank</u>
Hobbies or Special Interests: <u>Football, Basketball, Soccer, Running</u>

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 2/20/26



STAFF REPORT

Meeting Date: March 3, 2026

Item #: 4

Contact Name: Christopher McKinstry
Contact Number: Ext. 3055

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Replacement Vehicle Purchase Request. (Police Chief Ogburn)

Background Summary:

Several Ocoee Police Department vehicles, #1110, #1336, #1376, and #2406, were each involved in separate motor vehicle crashes. City staff received “not at fault” determinations for all four incidents. The City’s insurance carrier subsequently deemed all four vehicles total losses and issued insurance proceeds totaling \$92,081.

The Police Department is responsible for maintaining a fully operational fleet and currently has an immediate need for a replacement unmarked vehicle. The Department is experiencing extended lead times, up to several months in some cases, for the delivery of previously ordered vehicles.

Carl Black of Orlando currently has an unmarked Chevrolet Tahoe available in inventory. The purchase price is \$66,443, with an additional \$10,375 required for outfitting by JCO Corporation. Staff is requesting authorization from the Commission to purchase the in-stock vehicle using the insurance proceeds and, if necessary, to authorize the City Manager to approve a price deviation of up to five percent (5%) to account for any price fluctuations.

Issue:

Should the Honorable Mayor and City Commission approve the purchase of a replacement unmarked Chevrolet Tahoe from Carl Black of Orlando, and outfitting by JCO Corporation, utilizing the insurance proceeds from the four totaled vehicles?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the purchase of a replacement unmarked Chevrolet Tahoe from Carl Black of Orlando, and outfitting by JCO Corporation, utilizing the insurance proceeds from the four totaled vehicles.

Attachments:

1. Carl Black Orlando - Quote
2. JCO Upfit - Quote
3. Totaled Vehicles Documentation

Financial Impacts:

\$ 66,443 Quote from Carl Black Orlando

\$ 10,375 Quote from JCO Corporation

\$ 76,818 Total

\$ 92,081 Insurance Proceeds

\$ 15,263 Remaining balance deposit to PD Vehicle GL (317-521-00-6401)

Per Finance: Vehicle #2406 insurance claim check was received by the City last FY2025.

This will be included in the mid-year budget amendment to document the transfer of funds this year.

Type of Item: Consent



2026 TAHOE 4WD LS

EXTERIOR: BLACK
INTERIOR: JET BLACK

ENGINE, 5.3L ECOTEC3 V8
TRANSMISSION, 10-SPEED AUTO

Visit us at www.chevy.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR / 36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT **WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- ADAPTIVE CRUISE CONTROL
- PREMIUM SMOOTH RIDE SUSPENSION
- MECHANICAL LIMITED SLIP DIFFERENTIAL
- TRANSFER CASE SINGLE SPEED

- AUTOMATIC STOP/START ENGINE
- 18 BRIGHT SILVER PAINTED ALUMINUM WHEELS
- STABILITRAK TRACTION CONTROL
- ELECTRONIC PRECISION SHIFT
- TRAILERING EQUIPMENT

CONNECTIVITY & TECHNOLOGY

- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS
- KEYLESS OPEN, LOCK & START
- REMOTE VEHICLE START
- TWO POWER OUTLETS, 120 VOLT
- SIRIUSXM AUDIO W/TRIAL SEE SIRIUSXM.COM/TERMS
- 17.7" DIAG ADVANCED COLOR LCD DISPLAY WITH GOOGLE BUILT-IN COMPATIBILITY INCLUDING NAV CAPABILITY, CONNECTED APPS
- WIRELESS APPLE CARPLAY AND WIRELESS ANDROID AUTO FOR COMPATIBLE PHONES

INTERIOR

- TRI-ZONE AUTOMATIC HVAC
- CLOTH FRONT BUCKET POWER SEATS
- SECOND ROW 60/40 SPLIT FOLDING BENCH
- THIRD ROW 60/40 SPLIT BENCH, MANUAL FOLD

EXTERIOR

- LED HEADLAMPS & TAILLAMPS
- LED DAYTIME RUNNING LAMPS
- POWER ADJUSTABLE OUTSIDE MIRRORS, HEATED

SAFETY & SECURITY

- ENHANCED AUTOMATIC EMERGENCY BRAKING
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- FORWARD COLLISION ALERT
- BLIND ZONE STEERING ASSIST
- INTELLIBEAM
- HD SURROUND VISION

- ENHANCED AUTOMATIC PARKING ASSIST
- REAR CROSS TRAFFIC BRAKING
- REAR PEDESTRIAN ALERT
- SAFETY ALERT SEAT
- ENHANCED LANE KEEP ASSIST
- THEFT DETERRENT SYSTEM

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	\$63,400.00
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OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

ALL-WEATHER LINER PROTECTION PACKAGE (DEALER-INSTALLED):	595.00
• ALL-WEATHER CARGO MAT	
• ALL-WEATHER FLOOR LINER, 1ST, 2ND AND 3RD ROWS	
DARK ESSENTIALS PACKAGE (DEALER INSTALLED)	475.00
• BLACK NAMEPLATES	

- BLACK BOWTIE EMBLEMS

TOTAL OPTIONS	\$1,070.00
TOTAL VEHICLE & OPTIONS	\$64,470.00
DESTINATION CHARGE	2,595.00
TOTAL VEHICLE PRICE*	\$67,065.00

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

TAHOE 4WD

Fuel Economy

17 MPG combined city/hwy

15 MPG city

19 MPG highway

5.9 gallons per 100 miles

You spend \$6,000 more in fuel costs over 5 years compared to the average new vehicle.

Standard SUVs range from 12 to 115 MPG. The best vehicle rates 146 MPGe.

Annual fuel cost \$2,900

Fuel Economy & Greenhouse Gas Rating (tailpipe only) **3**

Smog Rating (tailpipe only) **6**

This vehicle emits 536 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs \$8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 38%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 36%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT: ARLINGTON, TX U.S.A.
COUNTRY OF ORIGIN: ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal law - Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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ORDER NO FPPJVM SALES CODE E
SALES MODEL CODE CK10706
DEALER NO 17098
FINAL ASSEMBLY: ARLINGTON, TX U.S.A.

VIN 1GNS6MKD8TR137581 REISSUE

DEALER TO WHOM DELIVERED
CARL BLACK CHEVROLET
535 MURFREESBORO PIKE
NASHVILLE, TN 37210-3509

JCO Corporation
 851 Maguire Rd
 Ocoee FL 34761-2915
 United States
 14073959066
 sales@jcocorp.com
 http://www.jcocorp.com



JCO CORPORATION
 SPECIALTY VEHICLE UPFITTERS & SUPPLY

Quotation

ADDRESS
<i>City Of Ocoee Chris Mckinstry 1 North Bluford Ave Ocoee FL 34761 United States</i>

SHIP TO
<i>City Of Ocoee 646 Ocoee Commerce Pky Ocoee FL 34761 Ocoee FL 34761 United States</i>

QUOTATION #	DATE	END USER
S05963	2026-02-10	

VEHICLE YEAR	MAKE	MODEL	VEHICLE NUMBER	VIN	LICENSE NUMBER
2026	CHEVY	TAHOE			

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
BSFW Package	BSFW Package INNER EDGE FST/RST WCX DUO, INNER EDGE FRONT AND REAR CORE PACKAGE	1.0	2,907.60	2907.60
BSFW54X	BSFW54X I-E FST WCX S/D 12-LT TAHOE	1.0	0.00	0.00
OEWS54	OEWS54 ION OUTEREDGE WC SOLO 21 TAHOE	1.0	0.00	0.00
TSS0JX	TSS0JX T-SERIES SURFACEMT DUO R-B/SMK rear door and tag	4.0	116.25	465.00
TIONBKT1	TIONBKT1 ION T-SERIES UNIVERSAL MOUNT	2.0	19.67	39.34
TCRWX5*DUO	TCRWX5*DUO	2.0	651.25	1302.50
I3JC	I3JC TRIO ION R/B W/ WHT OVERRIDE	4.0	131.25	525.00
IONBKT10	IONBKT10 ION GRILLE MT 2025 TAHOE PAIR	2.0	32.74	65.48
PSJ02FCR	PSJ02FCR MEGA-T DUO FLASHER RED/BLU rear 1/4 window	2.0	103.69	207.38
PSBKT90	PSBKT90 STRIP-LITE+ 90 DEG MT KIT	2.0	19.00	38.00
CCTL5	CCTL5 WeCanX HAND-HELD CONTROL HEAD	1.0	0.00	0.00
SA315P	SA315P	1.0	0.00	0.00
SAK70	SAK70 SA-315 MT KIT 2021 CHEVY TAHOE	1.0	0.00	0.00
CANLITEB	CANLITEB CONTROL LIGHT SENSOR BLACK	1.0	60.55	60.55
CV2V	CV2V VEHICLE-TO-VEHICLE SYNC MODULE	1.0	0.00	0.00
C399SP	C399SP SCANport KIT FOR C399	1.0	189.00	189.00

Please remit payment to our business office:

JCO Corporation
 851 Maguire Rd
 Ocoee FL 34761-2915
 United States

JCO Corporation
 851 Maguire Rd
 Ocoee FL 34761-2915
 United States
 14073959066
 sales@jcocorp.com
 http://www.jcocorp.com



JCO CORPORATION
 SPECIALTY VEHICLE UPFITTERS & SUPPLY

Quotation

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
MBCT21	MBCT21 ION MIRROR-BEAM HSGS '21 TAHOE	1.0	495.00	495.00
CEM16	CEM16 WeCanX 16 OUTPUT EXPANSION MOD	2.0	145.00	290.00
CSDLG002	CSDLG002 Cargo Storage Drawer - Large - Manual Key T-Handle Lock	1.0	1,217.03	1217.03
CSDET23	CSDET23 Cargo Electronics Tray	1.0	455.63	455.63
4CSD57T21FS	4CSD57T21FS Cargo Storage Drawer - Mounting Kit - Free Standing Mount	1.0	122.18	122.18
LABOR	LABOR	15.0	120.00	1800.00
INSTALL KIT	INSTALL KIT Installation Kit (Misc wire, wire connectors, wire looms fuses, fuse holders ETC)	1.0	75.00	75.00
Vehicle Upfitting Service	Vehicle Upfitting Service	1.0	0.00	0.00
LABOR-ORL-LIGHT	LABOR-ORL-LIGHT LABOR PER HOUR, LIGHT DUTY EMERGENCY VEHICLES, PER ORLANDO IFB25-0009	1.0	120.00	120.00
	ALL PRICING PER CITY OF ORLANDO IFB25-0009	0.0	0.00	0.00

Florida MV105333

SUBTOTAL	10374.69
TAX	0.00
TOTAL	10374.69

Please remit payment to our business office:

JCO Corporation
 851 Maguire Rd
 Ocoee FL 34761-2915
 United States

RE: Totaled Vehicles

From McDonald, Debbie <DMcDonald@ocoee.org>

Date Tue 2/17/2026 10:58 AM

To McKinstry, Chris <CMckinstry@ocoee.org>

Cc Ogburn, Vincent <VOgburn@ocoee.org>; Wilson, Jenetta <JWilson@ocoee.org>

Yes, that was also totaled: \$10,248.85

Sincerely,
Debbie

Debbie McDonald
Risk Management Specialist
City of Ocoee
1 N Bluford Avenue
Ocoee, FL 34761
(407) 905-3100 ext 1050

From: McKinstry, Chris <CMckinstry@ocoee.org>

Sent: Tuesday, February 17, 2026 10:16 AM

To: McDonald, Debbie <DMcDonald@ocoee.org>

Cc: Ogburn, Vincent <VOgburn@ocoee.org>; Wilson, Jenetta <JWilson@ocoee.org>

Subject: Re: Totaled Vehicles

Good morning Debbie,
Was vehicle #1110 also totaled?
Thank you,

Chris McKinstry

Deputy Chief of Police

City of Ocoee Police Department
646 Ocoee Commerce Parkway
Ocoee, FL, 34761

Main: (407) 905-3160

Desk: (407) 554-7192

Cell: (407) 276-0943

Fax: (407) 905-3164



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: McDonald, Debbie <DMcDonald@ocoee.org>
Sent: Tuesday, February 17, 2026 10:07 AM
To: McKinstry, Chris <CMckinstry@ocoee.org>
Cc: Ogburn, Vincent <VOgburn@ocoee.org>; Wilson, Jenetta <JWilson@ocoee.org>
Subject: RE: Totaled Vehicles

Good Morning,

Please find the information you had requested:

DOA: 3/29/25	Sena-Veh#2406	\$40,429.85
DOA: 12/28/25	Ortiz -Veh#1376	\$23,126.85
DOA: 12/28/25	Manucha-Veh#1336	\$18,274.85

Have a great day!

Sincerely,
Debbie

Debbie McDonald
Risk Management Specialist
City of Ocoee
1 N Bluford Avenue
Ocoee, FL 34761
(407) 905-3100 ext 1050

From: McKinstry, Chris <CMckinstry@ocoee.org>
Sent: Monday, February 9, 2026 3:08 PM
To: McDonald, Debbie <DMcDonald@ocoee.org>
Subject: Totaled Vehicles

Good afternoon Debbie,
When you get the information, would you please forward to me the amounts reimbursed to the City for the last three PD crashes? Also, if you could include the vehicle #'s for each claim so I can make sure all our records match, I would appreciate it. I am preparing a Staff Report for the replacement and need that info.
Thank you in advance,

Chris McKinstry
Deputy Chief of Police
City of Ocoee Police Department
646 Ocoee Commerce Parkway
Ocoee, FL, 34761

Main: (407) 905-3160
Desk: (407) 554-7192

Cell: (407) 276-0943

Fax: (407) 905-3164



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STAFF REPORT

Meeting Date: March 3, 2026

Item #: 5

Contact Name: Alexis Chentouf, Joyce Tolbert
Contact Number: Ext. 3111, Ext. 1516

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval to Award Invitation to Bid (ITB) #26-003 City of Ocoee Downtown Septic to Sewer Connections Project. (Procurement Manager Tolbert)

Background Summary: The City of Ocoee solicited bids from qualified contractors for the installation of 6-inch PVC gravity sanitary sewer service lines servicing approximately 10 properties, the installation of 4-inch PVC gravity sanitary sewer service lines servicing approximately 23 properties, the installation of 2-inch poly force main sanitary sewer lines servicing approximately 6 properties, and the abandonment of approximately 43 septic systems. Additionally, the work includes acquiring all necessary permits, coordinating with other utility providers, connections to existing sanitary sewer cleanouts and restoration required to bring the work area to its original condition. The project will be completed in accordance with all Florida Department of Environmental Protection (FDEP) grant funding requirements. The project will involve connecting individual properties to the City sewer system through Notices to Proceed issued for each Property. As a result, each property's connection will be scheduled individually, requiring separate mobilizations and demobilizations. The City will coordinate with the contractor on a start date for the notice to proceed for each property, including a specified final completion date for the connection work.

The ITB was publicly advertised on December 14, 2025, and opened on January 20, 2026. There were a total of three (3) bids received and all were deemed responsive. The bids ranged from \$395,500.00 to \$785,000.00 and are available in the finance department for review. Staff recommends awarding ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project to the lowest bidder, WCDEL LLC DBA - Treasure Coast Infrastructure, for the total bid of \$395,500.00 per the attached Award Recommendation from Utilities' Director Jen Bolling. The Utilities Department reached out to Martin County Utilities, South Martin Regional Utilities, and the City of Delray Beach with positive feedback on recent projects completed by the lowest bidder. This total bid comes in under the Engineer's Estimate of \$575,000.00.

	Bidder	Total Bid
1.	WCDEL LLC DBA - Treasure Coast Infrastructure	\$395,500.00
2.	Quality Plumbing of Sarasota	\$449,290.00
3.	R&M Service Solutions, LLC.	\$785,000.00

Issue:

Should the Honorable Mayor and City Commission award the bid for the City of Ocoee Downtown Septic to Sewer Connections Project to WCDEL LLC DBA, Treasure Coast Infrastructure?

Recommendations:

Staff recommends the Honorable Mayor & City Commission:

1. Award ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project to WCDEL LLC DBA, Treasure Coast Infrastructure for the amount of \$395,500.00, and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received.
2. Authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:

1. Award Recommendation
2. Bid Tabulation
3. Invitation to Bid
4. Bid Submission
5. Addendum 01
6. Addendum 02
7. Addendum 03
8. Sewer Service Locations

Financial Impacts:

The City of Ocoee Downtown Septic to Sewer Connections Project has been budgeted in Fiscal Year 2025-2026 for a total amount of **\$700,000.00** from the Contractual Services GL account (401-535-10-3400) with Job Number G000SR005. The City was awarded the 2024 Florida Springs Restoration Grant from the Florida Department of Environmental Protection (FDEP) for the **reimbursement** of **\$700,000.00** for this project under Agreement Number SR005.

Type of Item: Consent

Mayor
Rusty Johnson


City Manager
Craig Shadrix




Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

MEMORANDUM

TO: Alexis Chentouf
Purchasing Technician

Through: Jennifer Bolling, P.E. 
Utilities Director

FROM: T'Jean Tomlinson, P.E. 
Engineering Manager

DATE: Monday, February 9, 2026

RE: ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project

The City of Ocoee Downtown Septic to Sewer Connections Project has been budgeted for Fiscal Year 2025-2026 for a total amount of **\$700,000.00** from the Contractual Services Fund (401-535-10-3400) from Job Number G00SR005. The City was awarded the 2024 Florida Springs Restoration Grant from the Florida Department of Environmental Protection (FDEP) for the **reimbursement** of **\$700,000.00** for this project under Agreement Number SR005.

The Utilities Department recommends awarding ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project to the lowest responsive bidder for the base bid, Treasure Coast Infrastructure, in the amount of **\$395,500.00** based on the following:

- On January 20, 2026, bids were opened for Bid ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project. The three lowest bidders and their bid prices are listed below.
 1. WCDEL LLC DBA Treasure Coast Infrastructure
1650 S. Kanner Hwy
Stuart, FL 34994
Base Bid Price: \$395,500.00
 2. Quality Plumbing of Sarasota
3107 29th Avenue East
Bradenton, FL 34208
Base Bid Price: \$449,290.00

3. R&M Service Solutions, LLC.
7256 Westport Place, Suite A
West Palm Beach, FL 33413
Base Bid Price: \$785,000.00

The Utilities Department reached out to Martin County Utilities, South Martin Regional Utilities, and the City of Delray Beach with positive feedback on recent projects completed by the lowest bidder.

ITB #26-003
CITY OF OCOEE DOWNTOWN SEPTIC TO
SEWER CONNECTIONS PROJECT
BID TABULATION
01/20/2026 2:00 P.M.

BID TABULATION		R & M Service Solutions		WCDEL LLC DBA - Treasure Coast Infrastructure		Quality Plumbing of Sarasota, LLC	
Acknowledged Addendum #1, 2, 3		✓		✓		✓	
Bid Security (Bid Bond)		Bid Bond		Bid Bond		Bid Bond	
Company Verification/License Check		Active		Active		Active	
Exceptions		No		No		No	
Required Forms		✓		✓		✓	
DESCRIPTION	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
General Conditions	1	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$54,890.00	\$54,890.00
Install 6-Inch PVC Sanitary Sewer Service	10	\$16,000.00	\$160,000.00	\$6,000.00	\$60,000.00	\$6,850.00	\$68,500.00
Install 4-Inch PVS Sanitary Sewer Service	23	\$14,000.00	\$322,000.00	\$5,000.00	\$115,000.00	\$6,300.00	\$144,900.00
Install 2-Inch Poly Sanitary Sewer Service	6	\$13,000.00	\$78,000.00	\$5,000.00	\$30,000.00	\$1,500.00	\$9,000.00
Abandon Existing Septic Tank	43	\$5,000.00	\$215,000.00	\$3,500.00	\$150,500.00	\$4,000.00	\$172,000.00
TOTAL BASE BID			\$785,000.00		\$395,500.00		\$449,290.00
		3		1		2	
*License check, submitted forms & references verified only on lowest three firms.							
*Bidders listed in alphabetical order							
*Yellow highlighted amounts represent discrepancies on the Bid Form							
*Missing forms are considered a minor irregularity.							

SECTION 00020

INVITATION TO BID

ITB #26-003 City of Ocoee Downtown
Septic to Sewer Connections Project

The City of Ocoee, Florida (“City”, “Owner”) is soliciting sealed Bids for the Project **ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project**.

Description of Work: The City of Ocoee, Florida (the “City”, “Owner”) is soliciting sealed Bids for following project: **ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project**. The Project is one of the City’s Utilities Projects State Grant Funded through Florida Department of Environmental Protection’s (FDEP) Spring Restoration Grant Funds . Sealed bids for **ITB #26-003** will be received by qualified persons, firms, corporations or agencies submitting a bid for the work proposed, hereinafter called “Bidder”, “Respondent”, “Contractor”, “Offeror”.

The proposed Contract will be for all labor, supervision, materials, equipment, supplies and incidentals for the Abandonment of Septic Tanks and Connection to City Sewer, as listed under the “Scope of Work/Bid Form” section of this Invitation to Bid.

- A. The installation of 6-inch PVC gravity sanitary sewer service lines servicing approximately 10 properties, the installation of 4-inch PVC gravity sanitary sewer service lines servicing approximately 23 properties, the installation of 2-inch poly force main sanitary sewer lines servicing approximately 6 properties, and the abandonment of approximately 43 septic systems. Additionally, the work includes acquiring all necessary permits, coordinating with other utility providers, connections to existing sanitary sewer cleanouts and restoration required to bring work area to its original condition. The project will be completed in accordance with all Florida Department of Environmental Protection (FDEP) grant funding requirements.
- B. All work shall follow the City of Ocoee Engineering Standards Manual, the Florida Department of Health guidelines and codes, and the Florida Building Code. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the property.
- C. The project will involve connecting individual properties to the City sewer system through separate notices to proceed. As a result, each property’s connection will be scheduled individually, requiring separate mobilizations and demobilizations. The City will coordinate with the contractor on a start date for the notice to proceed for each property, including a specified final completion date for the connection work.

- D. Bidder to furnish all labor, materials, equipment and incidentals required for the complete abandonment of OSTDS, connection to central sewer and restoration. As the project will occur over multiple years, bidder to account for potential changes in price of material, equipment and labor.

The City is ONLY accepting electronic solicitation responses online through the City's Euna Procurement platform, formerly known as Bonfire at <https://ocoe.bonfirehub.com>. This link can also be accessed through the City's website at <https://www.ocoe.org/323/Purchasing> under the Current Open Solicitations menu. All Bid submissions for this ITB MUST be submitted electronically through the Euna Procurement platform, formerly known as Bonfire. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for bidders to use the Bonfire e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a bid. It is suggested that prospective bidders register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should a Bidder need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at <https://ocoe.bonfirehub.com> by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the bid deadline. Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock upon the bid submission deadline. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

Bid Submission Deadline: Bids will only be accepted electronically through the Bonfire Platform **until 2:00 p.m., local time, on January 20, 2026.** Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received by Bonfire no later than the bid submission deadline. It shall be the sole responsibility of the Bidder to have its Bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time. Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. A virtual public bid opening will be held at approximately 2:01 pm. or as soon thereafter. Once available, the details on how to access the virtual bid opening will be posted in the project file on Bonfire and available on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>.

Deadline for Receipt of Questions: The City will receive questions regarding this ITB only through written inquiries directed to Alexis Chentouf, Purchasing Technician at achentouf@ocoee.org OR through the questions and answer section of the project file on Bonfire until **January 13, 2026 at 2:00 p.m., local time**. Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Bonfire. Bidders should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this ITB before the Bid award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

Pre-Bid Conference: A non-mandatory pre-bid conference is scheduled for **10:00 a.m. local time on a Thursday, January 8, 2026**, at the City of Ocoee Commissions Chambers, 1 N. Bluford Ave, Ocoee, FL 34761.

Bid Bond: A certified check or bid bond shall accompany each Bid. The certified check or bid bond shall be for an amount not less than five percent (5%) of the bid price, and shall be made payable to the City of Ocoee as a guarantee that the Bidder will not withdraw for a period of ninety (90) days after bid closing time. A copy of the bid security is to be included with the bid submitted electronically Bonfire. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Alexis Chentouf, Purchasing Technician, 1 N. Bluford Avenue, Ocoee, FL 34761. Failure to provide the original will cause your bid to be deemed non-responsive.

Convicted Vendor List (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 on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids 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 award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See s. 287.133(2)(a), Florida Statutes.]

Florida Public Records Law. In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

The City reserves the right to accept or reject any or all bids, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any bid, or to re-advertise for new bids. The City may accept any item or group of items of any bid, unless the Bidder qualifies its bid by specific limitations. The City may accept one or more bids if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Bidder which, in the City's sole discretion, is the most responsive and responsible Bidder. The City reserves the right, as an aid in determining which bid is responsible, to require a bidder to submit such additional evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all bids.

END OF SECTION

EXHIBIT "B"
BID FORM

**ITB #26-003 CITY OF OCOEE DOWNTOWN
SEPTIC TO SEWER CONNECTIONS PROJECT**

Bid Form: Ocoee Downtown Sewer Connections

Description	Units	Contract Quantity	Unit Price (in Numbers)	Total Price (in Numbers)
General Conditions	Lump Sum	1	40,000.00	40,000.00
Install 6-inch PVC Sanitary Sewer Service	Each	10	6,000.00	60,000.00
Install 4-inch PVC Sanitary Sewer Service	Each	23	5,000.00	115,000.00
Install 2-inch Poly Sanitary Sewer Service	Each	6	5,000.00	30,000.00
Abandon Existing Septic Tank	Each	43	3,500.00	150,500.00
Total Complete Bid				395,500.00

NAME OF BIDDER: WCDL LLC DBA TreasureCoast Infrastructure

BID PREPARED BY (PRINT) William DeLuca

SIGNATURE WCD

Three Hundred Ninety Five Thousand AND
Five Hundred Dollars $\frac{00}{100}$

EXHIBIT "N"
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, WCDEL LLC dba
Treasure Coast Infrastructure
_____, as Principal, and Great Midwest Insurance Company
_____ as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida, as
Owner, in the penal sum of, (5 percent of the Contract Bid) \$ Five Percent of the Amount Bid---
--5%--
_____ (written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 16th day of January, 20 26. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **ITB #26-003 CITY OF OCOEE DOWNTOWN SEPTIC TO SEWER CONNECTIONS PROJECT.**

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice

will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
---------	--

If Bidder is SOLE PROPRIETORSHIP , complete this signature block.	
<p>N/A _____ (Individual's Signature)</p> <p>N/A _____ (Individual's Signature)</p> <p>doing business as N/A _____</p> <p>N/A _____ (Business Address)</p> <p>N/A _____ N/A _____ (Telephone No.) (Florida License No.)</p>	<p>(1) N/A _____ (Witness)</p> <p>(2) N/A _____ (Witness)</p> <p style="text-align: center;">(SEAL)</p>

If Bidder is PARTNERSHIP , complete this signature block.	
<p>N/A _____ (Partnership Name)</p> <p>N/A _____ (General Partner's Signature)</p> <p>N/A _____ (General Partner's Name)</p> <p>N/A _____ (Business Address)</p> <p>N/A _____ N/A _____ (Telephone No.) (Florida License No.)</p>	<p>(1) N/A _____ (Witness)</p> <p>(2) N/A _____ (Witness)</p> <p style="text-align: center;">(SEAL)</p>

If Bidder is **CORPORATION**, complete this signature block.

WCDEL LLC dba Treasure Coast Infrastructure
(Corporation Name)

Florida
(State of Incorporation)

By: William Deluch
(Name of Person Authorized to Sign - See Note 1)

CEO
(Title)

[Signature]
(Authorized Signature)

William Deluch
(Corporation President)

5360 SE Dell St, Stuart, FL 34997
(Business Address)

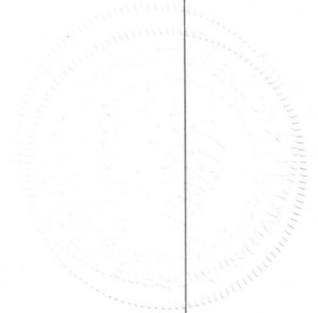
412-689-1038
(Telephone No.)

CU C 1226427
(Florida License No.)



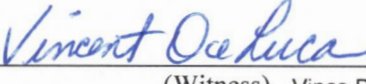
(1) Bud
(Witness)

(2) Jane Hase
(Witness)

(SEAL)



SURETY

<p><u>Great Midwest Insurance Company</u> (Surety Business Name)</p> <p><u>800 Gessner Road, Suite 600, Houston, TX 77024</u> (Principal Place of Business)</p> <p>By: <u></u> (Surety Agent's Signature - See Note 2)</p> <p><u>Tyler D DeBord</u> (Surety Agent's Name)</p> <p><u>Attorney-in-Fact</u> (Surety Agent's Title)</p> <p><u>Brown & Brown Insurance Services</u> (Business Name of Local Agent for Surety)</p> <p><u>300 North Beach Street, Daytona Beach, FL 32114</u> (Business Address)</p> <p><u>386-239-5703</u> <u>N/A</u> (Telephone No.) (Bond No.)</p>	<p>Witness: (If agency is not a Corporation)</p> <p>(1) <u></u> (Witness) Sarah O'Brien</p> <p>(2) <u></u> (Witness) Vince DeLuca</p> <p>Attest: (If Agency is a Corporation)</p> <p><u>N/A</u> (Corporate Secretary Signature)</p> <p><u>N/A</u> (Corporate Secretary Name)</p> <p style="text-align: center;">(Corporate Seal)</p>
---	--

NOTES:

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
- (2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
- (3) Above addresses are to be used for giving required notice.
- (4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
- (5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Florida)

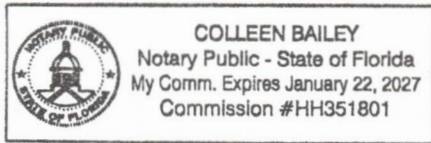
COUNTY OR CITY OF County of Volusia)

Before me, a Notary Public, personally came Tyler D DeBord known to me, and known to be the Attorney-in-Fact of Great Midwest Insurance Company, a Texas Corporation, which (Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said Great Midwest Insurance Company were affixed by order and authority of said Company's Board of Directors, (Surety Company)

and that the execution of the attached bond is the free act and deed of Great Midwest Insurance Company. (Surety Company)

Given under my hand and seal this 16th day of January, 2026.



Colleen Bailey
(Notary Public)

My Commission Expires January 22, 2027.

END OF SECTION

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Tyler D. DeBord, Stephen P. Farmer, Kara Ruckert, Margie Hall, Vincent DeLuca, Ashley Tyree

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX 16th Day of January 2026



BY Patricia Ryan
Patricia Ryan
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
----------------	---

If Bidder is SOLE PROPRIETORSHIP , complete this signature block.	
<p>N/A _____ (Individual's Signature)</p> <p>N/A _____ (Individual's Signature)</p> <p>doing business as N/A _____</p> <p>N/A _____ (Business Address)</p> <p>N/A _____ N/A _____ (Telephone No.) (Florida License No.)</p>	<p>(1) N/A _____ (Witness)</p> <p>(2) N/A _____ (Witness)</p> <p style="text-align: center; margin-top: 20px;">(SEAL)</p>

If Bidder is PARTNERSHIP , complete this signature block.	
<p>N/A _____ (Partnership Name)</p> <p>N/A _____ (General Partner's Signature)</p> <p>N/A _____ (General Partner's Name)</p> <p>N/A _____ (Business Address)</p> <p>N/A _____ N/A _____ (Telephone No.) (Florida License No.)</p>	<p>(1) N/A _____ (Witness)</p> <p>(2) N/A _____ (Witness)</p> <p style="text-align: center; margin-top: 20px;">(SEAL)</p>

If Bidder is CORPORATION, complete this signature block.

WCDEL LLC dba Treasure Coast Infrastructure
(Corporation Name)

Florida
(State of Incorporation)

By: William DeLuca
(Name of Person Authorized to Sign - See Note 1)

CEO
(Title)

William DeLuca
(Authorized Signature)

WILLIAM DELUCA
(Corporation President)

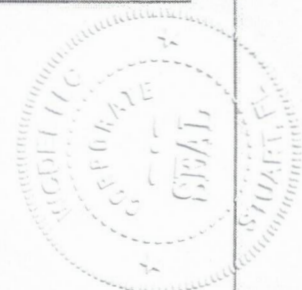
5360 SE Dell St, Stuart, FL 34997
(Business Address)

412-689-1038 CVK1226427
(Telephone No.) (Florida License No.)

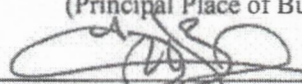
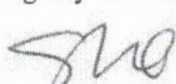
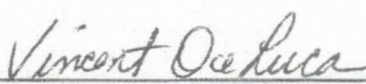
(1) Bud
(Witness)

(2) Pharrell Schum
(Witness)

(SEAL)



SURETY

<p><u>Great Midwest Insurance Company</u> (Surety Business Name)</p> <p><u>800 Gessner Road, Suite 600, Houston, TX 77024</u> (Principal Place of Business)</p> <p>By: <u></u> (Surety Agent's Signature - See Note 2)</p> <p><u>Tyler D DeBord</u> (Surety Agent's Name)</p> <p><u>Attorney-in-Fact</u> (Surety Agent's Title)</p> <p><u>Brown & Brown Insurance Services</u> (Business Name of Local Agent for Surety)</p> <p><u>300 North Beach Street, Daytona Beach, FL 32114</u> (Business Address)</p> <p><u>386-239-5703</u> <u>N/A</u> (Telephone No.) (Bond No.)</p>	<p>Witness: (If agency is not a Corporation)</p> <p>(1) <u></u> (Witness) Sarah O'Brien</p> <p>(2) <u></u> (Witness) Vince DeLuca</p> <p>Attest: (If Agency is a Corporation)</p> <p><u>N/A</u> (Corporate Secretary Signature)</p> <p><u>N/A</u> (Corporate Secretary Name)</p> <p style="text-align: center;">(Corporate Seal)</p>
---	--

NOTES:

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
- (2) Complete and attach a certified copy of "Power-of-Authority" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
- (3) Above addresses are to be used for giving required notice.
- (4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
- (5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Florida)

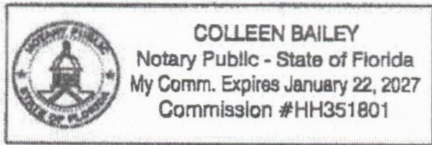
COUNTY OR CITY OF County of Volusia)

Before me, a Notary Public, personally came Tyler D DeBord known to me, and known to be the Attorney-in-Fact of Great Midwest Insurance Company, a Texas Corporation, which (Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said Great Midwest Insurance Company were affixed by order and authority of said Company's Board of Directors, (Surety Company)

and that the execution of the attached bond is the free act and deed of Great Midwest Insurance Company. (Surety Company)

Given under my hand and seal this 16th day of January, 2026.



Colleen Bailey
(Notary Public)

My Commission Expires January 22, 2027.

END OF SECTION

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Tyler D. DeBord, Stephen P. Farmer, Kara Ruckert, Margie Hall, Vincent DeLuca, Ashley Tyree

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

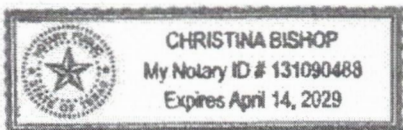


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX 16th Day of January 2026



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Wiseh we 1/20/22

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

December 18, 2025

**ADDENDUM NO. ONE (1)
CITY OF OCOEE**

ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project

This addendum shall modify and become a part of the original ITB Documents for ITB #26-003. This addendum consists of three (3) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Will a full set of plans with details be published for this project?

A1. There are no plans for this project. The map of properties and cleanout locations will be provided to the plumber but it will be the plumber's responsibility to construct the sewer piping from the cleanout to the building's existing plumbing per Florida Building Code and the City's standards.

Q2. Will sod restoration need to be done?

A2. Yes.

2. Revised Exhibit "O4": Waiver of Right to Claim Against The Payment Bond (Final Payment)

- The revised Exhibit "O4" will be attached to this addendum.

Uchel 1/15/16

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Exhibit "O4" - Waiver of Right to Claim Against The Payment Bond (Final Payment)

ATTACHED SEPARATE
BUT ACKNOWLEDGED

Wardell LLC

EXHIBIT "O4"
**WAIVER OF RIGHT TO CLAIM AGAINST
THE PAYMENT BOND (FINAL PAYMENT)**
(Section 255.05)

The undersigned, in consideration of the final payment in the amount of \$ _____ hereby
waives its right to claim against the payment bond for labor, services, or materials furnished to _____
_____ (insert the name of your customer) on the job of _____ (insert name of the owner), for
improvements to the following described project:

DESCRIPTION OF PROJECT:

- A. The installation of 6-inch PVC gravity sanitary sewer service lines servicing approximately 10 properties, the installation of 4-inch PVC gravity sanitary sewer service lines servicing approximately 23 properties, the installation of 2-inch poly force main sanitary sewer lines servicing approximately 6 properties, and the abandonment of approximately 43 septic systems. Additionally, the work includes acquiring all necessary permits, coordinating with other utility providers, connections to existing sanitary sewer cleanouts and restoration required to bring work area to its original condition. The project will be completed in accordance with all Florida Department of Environmental Protection (FDEP) grant funding requirements.
- B. All work shall follow the City of Ocoee Engineering Standards Manual, the Florida Department of Health guidelines and codes, and the Florida Building Code. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the property.
- C. The project will involve connecting individual properties to the City sewer system through separate notices to proceed. As a result, each property's connection will be scheduled individually, requiring separate mobilizations and demobilizations. The City will coordinate with the contractor on a start date for the notice to proceed for each property, including a specified final completion date for the connection work.
- D. Bidder to furnish all labor, materials, equipment and incidentals required for the complete abandonment of OSTDS, connection to central sewer and restoration. As the project will occur over multiple years, bidder to account for potential changes in price of material, equipment and labor.

DATE _____,

_____ (Claimant)

By: _____

END OF SECTION

Mayor
Rusty Johnson

City Manager
Craig Shadrix



George Oliver III 1/26/26

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

December 19 , 2025

**ADDENDUM NO. TWO (2)
CITY OF OCOEE**

ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project

This addendum shall modify and become a part of the original ITB Documents for ITB #26-003. This addendum consists of one (1) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Will contractor be paying for permits? I saw somewhere that said, "at no charge" and another place said "at contractors expense"

A1. The City will not charge for City permits, but it will be the responsibility of the Contractor/Plumber to pay for all other permits.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Handwritten signatures in blue ink: "G. Kennedy" and "Rosemary Wilsen".

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

January 15, 2026

**ADDENDUM NO. THREE (3)
CITY OF OCOEE**

This addendum shall modify and become a part of the original ITB Documents for ITB #26-003. This addendum consists of seven (7) pages. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. What specific licenses are required? Is a State of FL Underground Utility & Excavation License acceptable?

A1. The bidder must hold the proper regulated State of FL contractor's license to perform the scope of work stated in the ITB #26-003 bid documents which includes pulling all required permits.

Q2. Is there a map of the septic tanks?

A2. Please see attached map.

2. Revised Section 00020: Invitation To Bid

- **The revised Section 00020 will be attached to this addendum.**

APR ^{me} 1/19/24

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Revised Section 00020: Invitation To Bid

Map with Marked Septic Tanks

Warranty Offered

The Bidder warrants that all labor, materials, equipment, and workmanship furnished under this Contract shall be new, of good quality, free from defects, and in full compliance with the Contract Documents, specifications, and applicable codes.

The Bidder shall provide a **one (1) year warranty** from the date of final acceptance by the City of Ocoee covering all workmanship and materials installed as part of this project, unless a longer warranty is specified by the manufacturer.

During the warranty period, the Bidder shall, at no cost to the City, promptly correct any defects in workmanship or materials that arise under normal use and are attributable to the Bidder's work. Warranty repairs shall be initiated within a reasonable time after written notice from the City.

All manufacturer warranties for materials and equipment shall be fully transferred to the City upon final acceptance. Where manufacturer warranties exceed the Bidder's warranty period, such extended warranties shall remain in full force for the benefit of the City.

This warranty shall be in addition to, and not in limitation of, any other rights or remedies available to the City under the Contract or applicable law.

WCDEL LLC DBA TREASURE COAST INFRASTRUCTURE

William DeLuca CEO 412 689 1038



1/20/20

EXHIBIT "A"
QUESTIONNAIRE

DATE: 1-19-20

PROJECT IDENTIFICATION: ITB#26-003 CITY OF OCOEE DOWNTOWN SEPTIC TO SEWER CONNECTIONS PROJECT

NAME OF BIDDER: WCDEL LLC DBA Treasure Coast Infrastructure

BUSINESS ADDRESS: 1650 S. Hanner Hwy Stuart, FL 34994

TELEPHONE NO.: 412-689-1038 EMAIL: bill@treasurecoastinfrastructure.com

CONTRACTOR'S LICENSE NO AND STATE ISSUED (PROVIDE COPY): CC1220427

SUNBIZ REGISTRATION NUMBER: L23000520935

This questionnaire is intended to provide descriptive information about Bidder and to offer the opportunity for Bidder to demonstrate its compliance with the minimum requirements of this Invitation to Bid. With regard to Bidder's qualifications, the answers provided in this section should apply to both the supplier and the installer. The relevance and quality of prior experience necessary to identify a responsive Bidder shall be judged solely by the City of Ocoee at its discretion and is not reviewable through the bid protest process. Resumes of key project team members and their expected role in the project should be attached to this section and included in the bid package submitted by the Bidder.

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business? 3 years

Bank or other financial references:
Seawest Bank - Patty McAuley
702-221-7047 815 Colorado Ave
Stuart, FL 34994

2. REFERENCES/EXPERIENCE: Describe and provide information regarding the last five (5) projects you have completed in the last five (5) years of similar in type and nature as the one proposed, preferably with a governmental agency. Bidder must demonstrate the ability to perform services of similar complexity and nature. For each project list the dates the work was performed, estimated total value of the work, name and type of owner (residential/commercial), description of work performed, and special conditions present that had to be overcome, Bidder's project manager, the client's project manager (if commercial), and contact information for the owner. The relevant project may be removed

from the list of references if the listed contact person refuses to provide information regarding your performance. Letters of Reference may also be provided.

- Rio East - low pressure force main: Prime Contractor, Completed 2024. 1.1m. Contact: David Durkin, Lead Engineer, Martin County Utilities 772-519-0823
- Rio south - Low pressure force main: Prime Contractor, Completed 2024. 1.1m. Main Contact: David Duncan, Lead Engineer, Martin County Utilities 772-519-0823
- Sewells Point water main extension: Prime Contractor, Completed 2023, 2mm. Main Contact: David Durkin 772-519-0823
- South East Gomez: Drilling, water main 15,000 ft. Prime contractor. 2024. 2.3mm. David Thomas, South Martin Regional utilities 772-284-4204
- Ewing Construction Drilling water main, Delray, FL, 1MM, Paul Ewing
Have you any similar work in progress at this time? Yes No

501-699-3240

3. Have you ever failed to complete work awarded to you? If so, where and why?

NO

4. Name the proposed members of your project leadership team, listing the name and title for each person. Attach the resume for key personnel for this project.:

William DeLuca, CEO 412-689-1038

5. Have you personally inspected the site of the proposed Work? Yes
If so, describe any anticipated problems with the site and your proposed solutions?

None

6. Will you subcontract any part of the Work? If so, describe which portions by listing the name of the subcontractor, the part of the project they are to perform, and the percentage proportion of the Work represented by that activity.

Connection to the Home.
Lazarus plumbing. 5%.

Bidder certifies that Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

7. What equipment do you own that is available for the Work? List year, make & model of all equipment that will be used on the private properties.

2025 Vermeer S3 DRT11
2 mini excavator
4 trailers

8. What equipment will you purchase for the Work? List year, make & model of all equipment that will be used on the private properties.

Nothing

9. What equipment will you rent for the Work? List year, make & model of all equipment that will be used on the private properties.

Nothing.

11. State the true and exact, correct, and complete name under which you do business and give the company officer and the address of the office that will be responsible for the Work:

WCDEL LLC DBA Treasure Coast Infrastructure
William DeLuca 412-689-1038
1450 S. Kanner Hwy Suite 212 Stuart, FL 34994

12. Bidder shall provide a detailed list of any proposed equals. List any exceptions, functional differences, or discrepancies between the Bidder's proposed system and the contract requirements or a statement that there are none.

Nothing.

-
-
13. SUMMARY OF LITIGATION: Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. Attach additional sheets if necessary.

Nothing.

14. Does the Bidder have any Exceptions to the terms of the Contract Documents? Yes No

List any exceptions Bidder has to this scope of work or contract terms. (Note: Exceptions will not be considered after the bid has been awarded). The City reserves the right to accept or reject any requested exceptions. Please reference Section 100; Article 4.7, for further clarification. Note if Bidder leaves this question blank, Bidder agrees it has no exceptions.

15. ACKNOWLEDGEMENT OF ADDENDA:
Bidder acknowledges receipt of the following addenda:

No. <u>2</u>	Dated <u>Dec. 19, 2025</u>
No. <u>3</u>	Dated <u>Jan 15, 2026</u>
No. _____	Dated _____
No. _____	Dated _____

END OF SECTION

EXHIBIT "C"
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: WCDL LLC DBA Treasure Coast Infrastructure

Signature WCD

By: William Deluca
(Print or Type Name)

Title: CEO

Date: 1-20-20

EXHIBIT "D"
CERTIFICATION OF NON-SEGREGATED FACILITIES

Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date Jan 20, 2020 WDEL LLC DBA Treasure Coast
By: William Deluca Infrastructure
CEO
(Title)

Official Address (including Zip Code):

1650 S. Kanner Hwy Suite 212
Stuart, FL 34994



EXHIBIT "E"
BID CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in Bidder's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Bidder agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Bid.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Bid.

Acknowledged by:

WCDL LLC DBA Treasure Coast Infrastructure
Firm Name

WCD
Signature

William DeLuca CEO
Name and Title (Print or Type)

1-20-20
Date

EXHIBIT "F"
NON-COLLUSION AFFIDAVIT

STATE OF Florida)

COUNTY OF Manatee)

William DeLuca, being first duly sworn deposes and says:

1. He (it) is the owner
(Owner, Partner, Office, Representative or Agent)
of WCDL LLC DBA Treasure Coast, the Bidder that has submitted the attached Bid;
Infrastructure
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: William DeLuca
Title: CEO

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of January, 2020 by William DeLuca in the state of Florida County of Manatee.

Burb
Notary Public
My Commission Expires: NOV. 23 2029

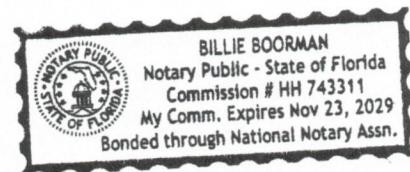


EXHIBIT "G"
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Ocoee, Florida by WCOEL LLC
(Entity)
by William DeLuca CEO
(Print individual's Name & Title)
whose business address is 11650 S. Kanner Hwy Suite 212
Stucy, FL 34994
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies)

wcdel

Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 1-20-20. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

awd
(Signature)

Date: 1-20-20

William Deluca
Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Marion

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

William Deluca who, after first being sworn by me,
(Name of Individual Signing)

affixed his/her signature in the place provided above on this ~~20~~ 20 day of
January, 2020

Notary Public B B
My Commission Expires:

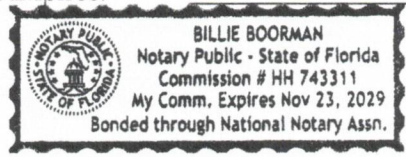


EXHIBIT "H"
Certification Regarding Scrutinized Companies' Lists

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Bidder: WCDEL LLC DBA Treasure Coast Infrastructure
By: William DeLuca WCD
(Authorized Signature)
Title: CEO
Date: 1-20-20

EXHIBIT "I"

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I WCD have/ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have/ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date Jan 20, 2020 By: [Signature]
(Signature of Authorized Official)

WCD LLC DBA Treadon Coast Infrastructure
(Name of Prospective Construction Contractor or Subcontractor)

1650 S. Kanner Hwy Suite 212 Ste A, FL 32994
(Address of Prospective Construction Contractor or Subcontractor)

412-689-1038 934584011
(Telephone Number) (Employer Identification Number)

EXHIBIT "J"

BID #26-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.

WDEL LLC
COMPANY NAME

412-689-1038
TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

bill@treasurecoastinfrastructure.com
E-MAIL ADDRESS

and
AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

William Deluca CEO
NAME/TITLE (PLEASE PRINT)

1650 S Kanner Hwy
STREET ADDRESS
SMOAK FL 34994
CITY STATE ZIP

FEDERAL ID # 934584011

Individual _____ Corporation _____ Partnership _____ Other (Specify) LLC

Sworn to and subscribed before me by means of physical presence or online notarization this 00 day of January, 2020

Personally Known or

Produced Identification _____

X
(Type of Identification)

Notary Public - State of Florida
County of Marion

BB
Signature of Notary Public

Billie Boorman
Printed, typed or stamped
Commissioned name of Notary Public

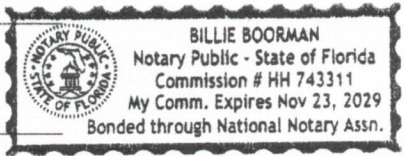


EXHIBIT "K"
HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Contractor, hereby attests as follows:

1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the non-governmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind, and make the above attestation on behalf of, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

By: William Deluca *WCD*
Print Name: William Deluca
Print Title: CEO
Company Name: WCDel LLC

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 20 day of January, 2022, by William Deluca as CEO of WCDel LLC, who is personally known to me or produced X as identification.

Billie Boorman
Notary Public Signature
Print Notary Name: Billie Boorman
My Commission Expires: _____

(Seal)

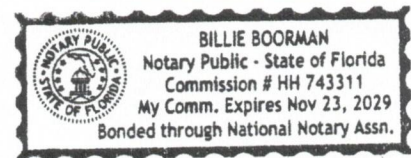


EXHIBIT "L"
COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

In accordance with Florida Statute 287.138 and for purposes of this affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

The undersigned, on behalf of the entity listed below hereby attests under penalty of perjury as follows:

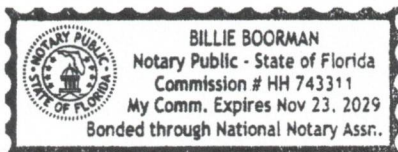
3. I am an officer or representative of WCDU, LLC (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
4. Entity is not owned by the government of a foreign country of concern.
5. No government of a foreign country of concern has a controlling interest in Entity.
6. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
7. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
8. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Authorized Signature: [Signature]
Printed Name: William Deluca
Title: CEO

STATE OF Florida
COUNTY OF Marin

The foregoing instrument was acknowledged by physical means / by electronic means before me this 20 day of January 2021 by William Deluca, who is personally known to me / presented X as identification and who did / did not take an oath.

Notary Public, Commission Seal:



[Signature]
Print Name: Billie Boorman

EXHIBIT "M"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that William Deluca [contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of William Deluca [contractor] proof of registration in the E-Verify system is attached to this Affidavit.

WCD

Print Name: William Deluca

Date: 1-20-20

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1-20-20 (date) by William Deluca CEO (name of officer or agent, title of officer or agent) of WCD&L LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced ✓ (type of identification) as identification.

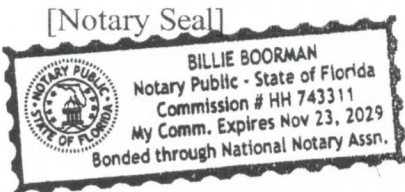
Bu B

Notary Public

Billie Boorman

Name typed, printed or stamped

My Commission Expires: Nov. 23, 2029



1. Executive Resume – William DeLuca

Writing

William DeLuca

Chief Executive Officer

WCDeL LLC d/b/a Treasure Coast Infrastructure

Stuart, Florida

Executive Profile

Underground utility executive with a proven record of leading complex municipal infrastructure projects across Florida. Known for disciplined project oversight, safety-first execution, and the ability to mobilize crews rapidly while maintaining strict compliance with permitting, MOT, and utility standards. Extensive experience managing multimillion-dollar underground construction scopes with zero litigation or lien history.

Core Competencies

- Underground Utility Project Oversight
- Municipal & Grant-Funded Infrastructure Projects
- Horizontal Directional Drilling (HDD) & Boring Operations
- Florida ROW, MOT, and Utility Coordination
- Risk Management & Safety Compliance
- Schedule Control & Multi-Crew Coordination
- Stakeholder & Utility Provider Coordination

Relevant Experience

- Executive oversight of underground utility projects valued up to \$4.3 million
- Direct leadership of field operations, scheduling, and compliance strategy
- Coordination with municipal owners, inspectors, and utility providers
- Oversight of permitting processes across Miami-Dade, Broward, Palm Beach, Indian River, Seminole, and additional Florida counties
- Delivery of projects with no history of claims, liens, or litigation

Representative Project Experience

- Ocean Breeze Electrical Conduit Installation – \$2,000,000
Large-scale underground electrical conduit installation including HDD operations, coordination with electrical utility standards, and full restoration

Licensing & Certifications

- Certified Underground Utility Contractor (CUC)
- Advanced Maintenance of Traffic (MOT) Certification
- Access to Electrical Master License through affiliated sister company

Leadership Role on This Project

- Executive oversight and authority
- Schedule control and coordination with City representatives
- Risk mitigation, safety compliance, and quality assurance

2. Technical Resume – Ray Vega

Writing

Ray Vega

Vice President of Drilling

Professional Profile

Senior drilling professional with over two decades of hands-on experience executing complex horizontal directional drilling projects throughout Florida. Highly skilled in large-diameter installations, precision bore tracking, and execution in congested utility environments. Known for consistent production, safe operations, and problem-solving under challenging subsurface conditions.

Areas of Expertise

- Horizontal Directional Drilling (HDD)
- Large-Diameter Pipe Installation (up to 24")
- Urban & Residential Utility Environments
- Bore Path Design & Steering

- Subsurface Conflict Avoidance
- Crew Leadership & Field Safety

Project Experience

- Led HDD operations on projects ranging from \$400,000 to \$4.3 million
- Installed pipe sizes up to 24 inches across varied soil conditions
- Executed bores in congested corridors with active utilities
- Delivered projects with no safety incidents or bore failures

Role on This Project

- Direct oversight of all drilling operations
- Bore planning, execution, and verification
- On-site decision-making for subsurface conditions
- Enforcement of drilling safety protocols and best practices

3. Operations Resume – Jim Haviland

Writing

Jim Haviland

Operations & Field Management

Professional Profile

Experienced underground construction operations leader specializing in field coordination, logistics, and execution across multiple crews. Proven ability to manage schedules, materials, subcontract coordination, and restoration activities while maintaining safety and quality standards on municipal projects.

Core Strengths

- Field Operations Management
- Multi-Crew Scheduling & Logistics
- Restoration & Close-Out Coordination

- Utility Coordination & Site Controls
- Quality Control & Documentation

Relevant Experience

- Oversight of daily field operations for underground utility installations
- Coordination of equipment, materials, and crew deployment
- Management of restoration scopes to municipal standards
- Support of permit compliance, inspections, and final close-out

Role on This Project

- Day-to-day field execution and coordination
- Scheduling of mobilizations and demobilizations
- Oversight of restoration and final acceptance
- Interface with inspectors and City field representatives

4. Replacement Project Description

(Use this in place of the Ocoee description)

Writing

Project Understanding & Execution Plan – Residential Sewer Connection Program

Treasure Coast Infrastructure understands the scope and operational complexity of municipal residential sewer connection programs involving multiple individual properties, phased Notices to Proceed, and strict compliance with Florida Department of Environmental Protection (FDEP) grant requirements.

The project consists of installing gravity sanitary sewer service lines and force main connections serving individual residential properties, combined with the abandonment of existing septic systems. Each property connection is issued its own Notice to Proceed and completion deadline, requiring precise scheduling, repeated mobilizations, and close coordination with the City.

Scope of Work Includes:

- Installation of 6-inch PVC gravity sanitary sewer service lines
- Installation of 4-inch PVC gravity sanitary sewer service lines
- Installation of 2-inch poly force main sanitary sewer service lines
- Abandonment of existing septic systems in accordance with regulatory standards
- Connections to existing City sanitary sewer infrastructure
- Acquisition and compliance with all required permits
- Coordination with utility providers and City representatives
- Full restoration of all disturbed areas to original or better condition

Execution Strategy

TCI approaches this work using a property-by-property execution model designed to minimize disruption while maintaining schedule certainty:

1. Pre-Connection Coordination

- Review individual Notice to Proceed
- Confirm site conditions, access, and utility conflicts
- Coordinate schedules with the City and property owners

2. Mobilization & Installation

- Dedicated crews mobilized per property
- Installation of gravity or force main service lines per design
- Connection to existing sewer cleanouts or mains

3. Septic System Abandonment

- Proper abandonment procedures in compliance with applicable codes
- Documentation of abandonment for grant and City records

4. Restoration & Close-Out

- Restoration of pavement, turf, landscaping, and affected surfaces
- Final inspection coordination
- Documentation submission in accordance with FDEP grant requirements

Key Value Add

- Proven ability to manage repeated mobilizations efficiently
 - Strong coordination with municipalities on phased Notices to Proceed
 - Zero-incident safety culture with dedicated safety oversight
 - Extensive Florida permitting and utility coordination experience
 - Rapid mobilization capability upon authorization
-

5. Abilities & Value-Added Capabilities

Writing

Treasure Coast Infrastructure – Core Abilities

- Horizontal directional drilling, missile boring, and open-cut installation
- Residential and municipal sanitary sewer service connections
- Septic system abandonment and regulatory compliance
- Florida ROW, MOT, and utility coordination
- Grant-funded project documentation support
- High-frequency mobilization and demobilization management
- Safety-first execution with no incident history
- Electrical coordination capability through affiliated Electrical Master License
- No litigation or lien history

Mobilization

Crews and equipment are available for immediate mobilization upon Notice to Proceed.

Commitment

TCI delivers predictable execution, disciplined scheduling, and professional coordination on every property connection, ensuring compliance, safety, and quality throughout the duration of the program.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DELUCA, WILLIAM

WCDEL LLC
5360 SE DELL ST
STUART FL 34997

LICENSE NUMBER: CUC1226427

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/09/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



MARTIN COUNTY BUSINESS TAX RECEIPT



2025 / 2026

EXPIRES: September 30, 2026

Account #: 20250733

**Honorable Ruth Pietruszewski
Martin County Tax Collector**

Location: 5360 SE DELL ST
Business Phone: 4126891038
NAICS Code: 238910
State License: CUC1226427
Business Description:
UNDERGROUND UTILITY/EXCAVATION CONTRACTOR (EXCA

Business Name: WCDEL LLC
Business DBA:
Owner Name: WILLIAM C. DELUCA
PO BOX 405
5360 SE DELL ST.
PALM CITY, FL 34991

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date: 12/09/2025
Receipt Number:
INT-25-00083734

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	5.25	250.00	6.60	288.10

Ruth Pietruszewski · Martin County Tax Collector

Website:
MartinTaxCollector.com

3485 SE Willoughby
Blvd. Stuart, FL 34994

Phone:
(772)288-5600

**To renew your Business Tax Receipt, visit our payment menu
at martintaxcollector.com.**

Contact our office by email at btdept@martintax.us if any of the following changes occur with your business:

- Business Name
- Ownership
- Physical Location
- Mailing Address
- Closing your Business

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A \$250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website <https://martintaxcollector.com/local-business-tax/> for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.



WILLIAM DELUCA

Certificate:

638275

Issued: 03/25/2025

Expires: 03/10/2029

Instructor: R M

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Training Provider:

US Safety Alliance

www.USSafetyAlliance.com

Doral, FL 33122

Ph: 904-705-5660

Verify this Certificate at www.motadmin.com.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CFC1427887

EXPIRATION DATE: AUGUST 31, 2026

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOFFER, JAY R JR
(THE) LAZARUS GROUP INC
6504 SW 39TH ST
PALM CITY FL 34990



ISSUED: 06/06/2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

December 18, 2025

**ADDENDUM NO. ONE (1)
CITY OF OCOEE**

ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project

This addendum shall modify and become a part of the original ITB Documents for ITB #26-003. This addendum consists of three (3) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Will a full set of plans with details be published for this project?

A1. There are no plans for this project. The map of properties and cleanout locations will be provided to the plumber but it will be the plumber's responsibility to construct the sewer piping from the cleanout to the building's existing plumbing per Florida Building Code and the City's standards.

Q2. Will sod restoration need to be done?

A2. Yes.

2. Revised Exhibit "O4": Waiver of Right to Claim Against The Payment Bond (Final Payment)

- The revised Exhibit "O4" will be attached to this addendum.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Exhibit "O4" - Waiver of Right to Claim Against The Payment Bond (Final Payment)

EXHIBIT "O4"
WAIVER OF RIGHT TO CLAIM AGAINST
THE PAYMENT BOND (FINAL PAYMENT)
(Section 255.05)

The undersigned, in consideration of the final payment in the amount of \$_____ hereby waives its right to claim against the payment bond for labor, services, or materials furnished to _____ (insert the name of your customer) on the job of _____ (insert name of the owner), for improvements to the following described project:

DESCRIPTION OF PROJECT:

- A. The installation of 6-inch PVC gravity sanitary sewer service lines servicing approximately 10 properties, the installation of 4-inch PVC gravity sanitary sewer service lines servicing approximately 23 properties, the installation of 2-inch poly force main sanitary sewer lines servicing approximately 6 properties, and the abandonment of approximately 43 septic systems. Additionally, the work includes acquiring all necessary permits, coordinating with other utility providers, connections to existing sanitary sewer cleanouts and restoration required to bring work area to its original condition. The project will be completed in accordance with all Florida Department of Environmental Protection (FDEP) grant funding requirements.
- B. All work shall follow the City of Ocoee Engineering Standards Manual, the Florida Department of Health guidelines and codes, and the Florida Building Code. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the property.
- C. The project will involve connecting individual properties to the City sewer system through separate notices to proceed. As a result, each property's connection will be scheduled individually, requiring separate mobilizations and demobilizations. The City will coordinate with the contractor on a start date for the notice to proceed for each property, including a specified final completion date for the connection work.
- D. Bidder to furnish all labor, materials, equipment and incidentals required for the complete abandonment of OSTDS, connection to central sewer and restoration. As the project will occur over multiple years, bidder to account for potential changes in price of material, equipment and labor.

DATE _____,

_____ (Claimant)

By: _____

END OF SECTION

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

December 19 , 2025

**ADDENDUM NO. TWO (2)
CITY OF OCOEE**

ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project

This addendum shall modify and become a part of the original ITB Documents for ITB #26-003. This addendum consists of one (1) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Will contractor be paying for permits? I saw somewhere that said, "at no charge" and another place said "at contractors expense"

A1. The City will not charge for City permits, but it will be the responsibility of the Contractor/Plumber to pay for all other permits.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

January 15, 2026

ADDENDUM NO. THREE (3) CITY OF OCOEE

This addendum shall modify and become a part of the original ITB Documents for ITB #26-003. This addendum consists of seven (7) pages. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. What specific licenses are required? Is a State of FL Underground Utility & Excavation License acceptable?

A1. The bidder must hold the proper regulated State of FL contractor's license to perform the scope of work stated in the ITB #26-003 bid documents which includes pulling all required permits.

Q2. Is there a map of the septic tanks?

A2. Please see attached map.

2. Revised Section 00020: Invitation To Bid

- **The revised Section 00020 will be attached to this addendum.**

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Revised Section 00020: Invitation To Bid

Map with Marked Septic Tanks

SECTION 00020

INVITATION TO BID

ITB #26-003 City of Ocoee Downtown
Septic to Sewer Connections Project

The City of Ocoee, Florida (“City”, “Owner”) is soliciting sealed Bids for the Project **ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project**.

Description of Work: The City of Ocoee, Florida (the “City”, “Owner”) is soliciting sealed Bids for following project: **ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project**. The Project is one of the City’s Utilities Projects State Grant Funded through Florida Department of Environmental Protection’s (FDEP) Spring Restoration Grant Funds . Sealed bids for **ITB #26-003** will be received by qualified persons, firms, corporations or agencies submitting a bid for the work proposed, hereinafter called “Bidder”, “Respondent”, “Contractor”, “Offeror”.

The proposed Contract will be for all labor, supervision, materials, equipment, supplies and incidentals for the Abandonment of Septic Tanks and Connection to City Sewer, as listed under the “Scope of Work/Bid Form” section of this Invitation to Bid.

- A. The installation of 6-inch PVC gravity sanitary sewer service lines servicing approximately 10 properties, the installation of 4-inch PVC gravity sanitary sewer service lines servicing approximately 23 properties, the installation of 2-inch poly force main sanitary sewer lines servicing approximately 6 properties, and the abandonment of approximately 43 septic systems. Additionally, the work includes acquiring all necessary permits, coordinating with other utility providers, connections to existing sanitary sewer cleanouts and restoration required to bring work area to its original condition. The project will be completed in accordance with all Florida Department of Environmental Protection (FDEP) grant funding requirements.
- B. All work shall follow the City of Ocoee Engineering Standards Manual, the Florida Department of Health guidelines and codes, and the Florida Building Code. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the property.
- C. The project will involve connecting individual properties to the City sewer system through separate notices to proceed. As a result, each property’s connection will be scheduled individually, requiring separate mobilizations and demobilizations. The City will coordinate with the contractor on a start date for the notice to proceed for each property, including a specified final completion date for the connection work.

- D. Bidder to furnish all labor, materials, equipment and incidentals required for the complete abandonment of OSTDS, connection to central sewer and restoration. As the project will occur over multiple years, bidder to account for potential changes in price of material, equipment and labor.

The City is ONLY accepting electronic solicitation responses online through the City's Euna Procurement platform, formerly known as Bonfire at <https://ocoe.bonfirehub.com>. This link can also be accessed through the City's website at <https://www.ocoe.org/323/Purchasing> under the Current Open Solicitations menu. All Bid submissions for this ITB MUST be submitted electronically through the Euna Procurement platform, formerly known as Bonfire. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for bidders to use the Bonfire e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a bid. It is suggested that prospective bidders register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should a Bidder need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at <https://ocoe.bonfirehub.com> by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the bid deadline. Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock upon the bid submission deadline. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

Bid Submission Deadline: Bids will only be accepted electronically through the Bonfire Platform **until 2:00 p.m., local time, on January 20, 2026.** Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received by Bonfire no later than the bid submission deadline. It shall be the sole responsibility of the Bidder to have its Bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time. Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. A virtual public bid opening will be held at approximately 2:01 pm. or as soon thereafter. Once available, the details on how to access the virtual bid opening will be posted in the project file on Bonfire and available on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>.

Deadline for Receipt of Questions: The City will receive questions regarding this ITB only through written inquires directed to Alexis Chentouf, Purchasing Technician at achentouf@ocoee.org OR through the questions and answer section of the project file on Bonfire until **January 13, 2026 at 2:00 p.m., local time**. Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Bonfire. Bidders should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this ITB before the Bid award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

Pre-Bid Conference: A non-mandatory pre-bid conference is scheduled for **10:00 a.m. local time on a Thursday, January 8, 2026**, at the City of Ocoee Commissions Chambers, 1 N. Bluford Ave, Ocoee, FL 34761.

Bid Bond: A certified check or bid bond shall accompany each Bid. The certified check or bid bond shall be for an amount not less than five percent (5%) of the bid price, and shall be made payable to the City of Ocoee as a guarantee that the Bidder will not withdraw for a period of ninety (90) days after bid closing time. A copy of the bid security is to be included with the bid submitted electronically Bonfire. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Alexis Chentouf, Purchasing Technician, 1 N. Bluford Avenue, Ocoee, FL 34761. Failure to provide the original will cause your bid to be deemed non-responsive.

Convicted Vendor List (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 on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids 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 award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See s. 287.133(2)(a), Florida Statutes.]

Florida Public Records Law. In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

The City reserves the right to accept or reject any or all bids, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any bid, or to re-advertise for new bids. The City may accept any item or group of items of any bid, unless the Bidder qualifies its bid by specific limitations. The City may accept one or more bids if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Bidder which, in the City's sole discretion, is the most responsive and responsible Bidder. The City reserves the right, as an aid in determining which bid is responsible, to require a bidder to submit such additional evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all bids.

END OF SECTION



Bluford Ave Sewer Service Locations

Legend

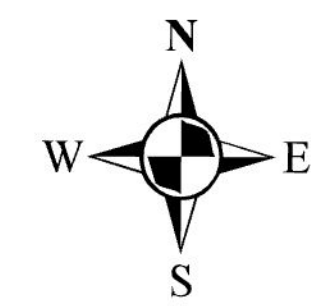
- Sewer Service Status**
- Septic Residential to Connect
 - Septic Commercial to Connect
 - Connected to Sewer
 - Vacant

- Property may require force main pumping system*
- Septic Tank Locations*

Sanitary Sewer Features

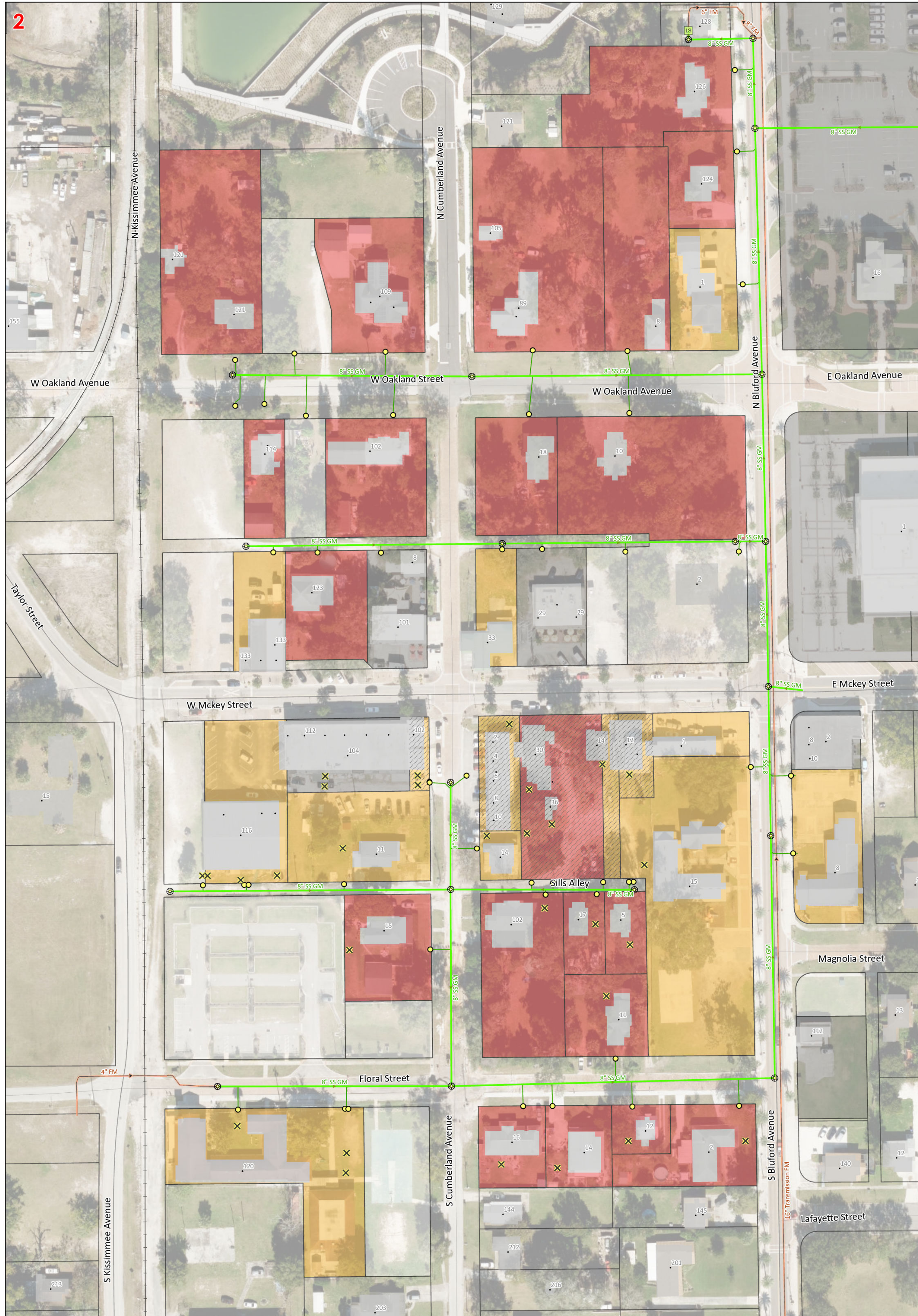
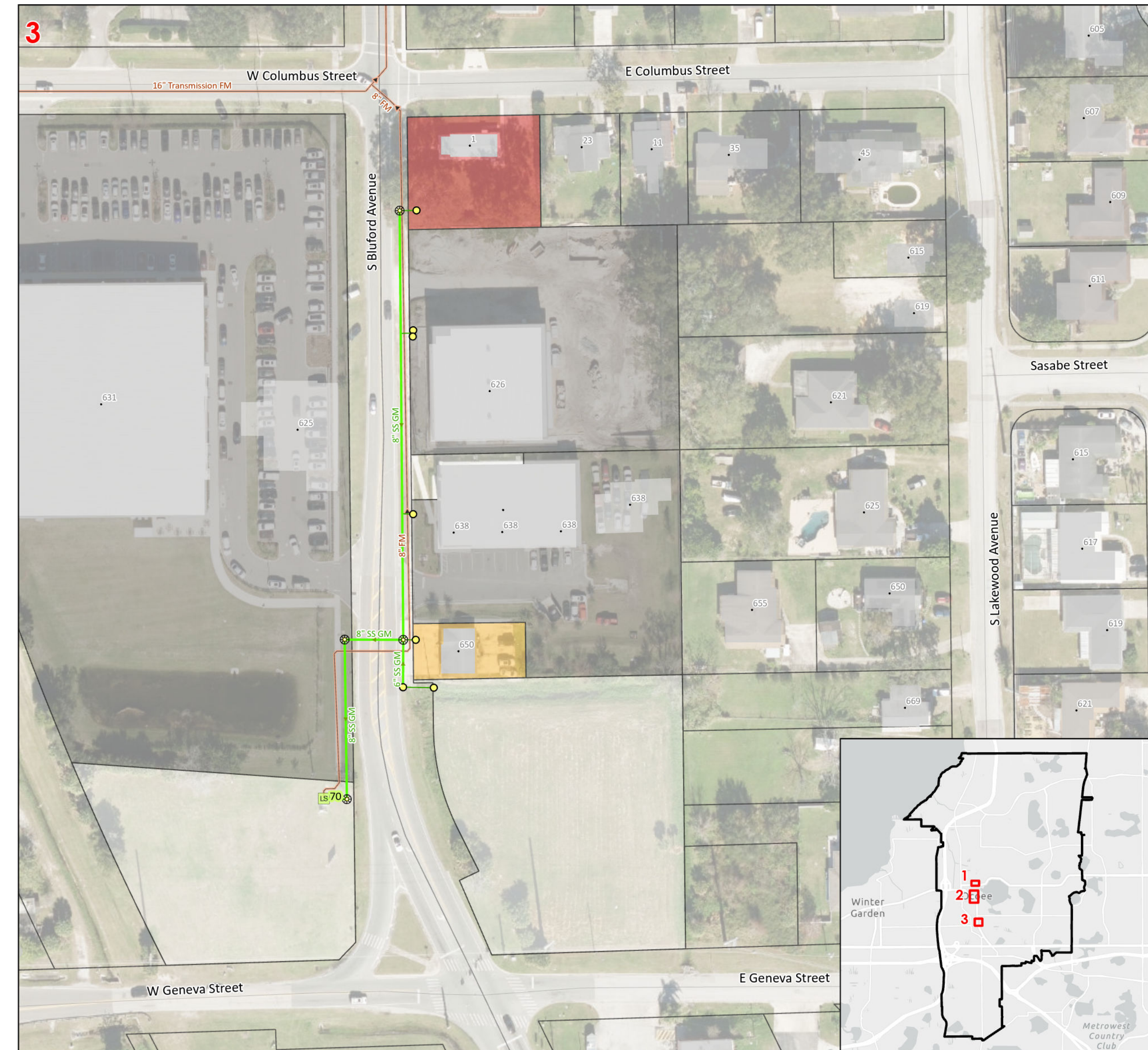
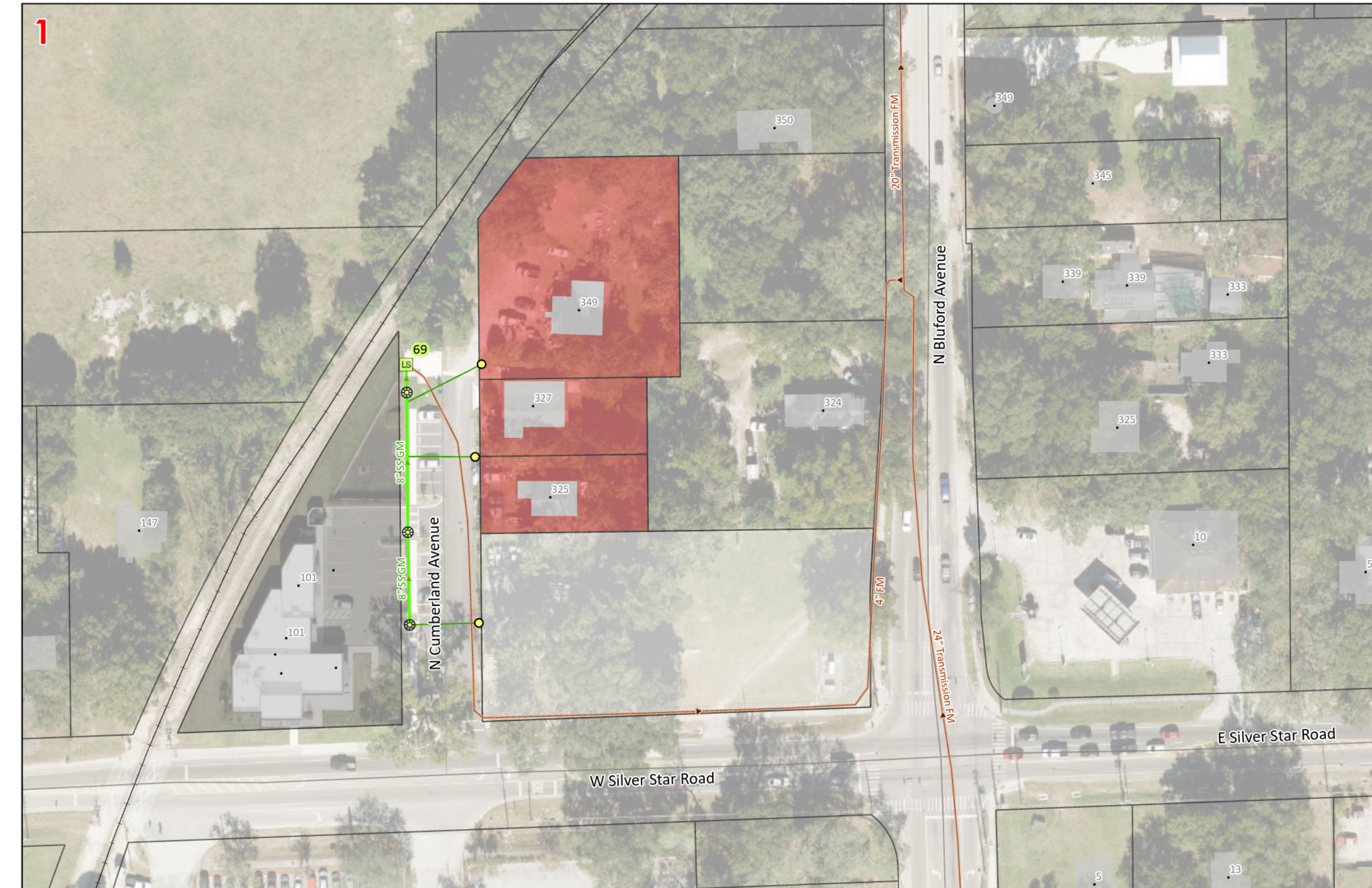
- Ocoee Lift Station
- Private Lift Station
- Manhole
- Sewer Cleanout
- Sewer Gravity Main
- Sewer Force Main Line
- Sewer Lateral Line

* Septic locations and pumping requirements are estimated using best available information. Conditions will require field verification.



Date Printed:
1/8/2026

When printed on 22x34 paper
1 inch equals 75 feet





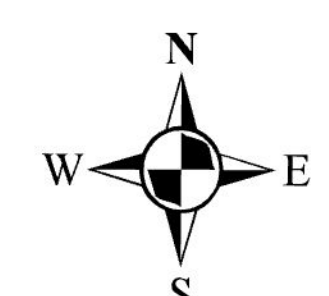
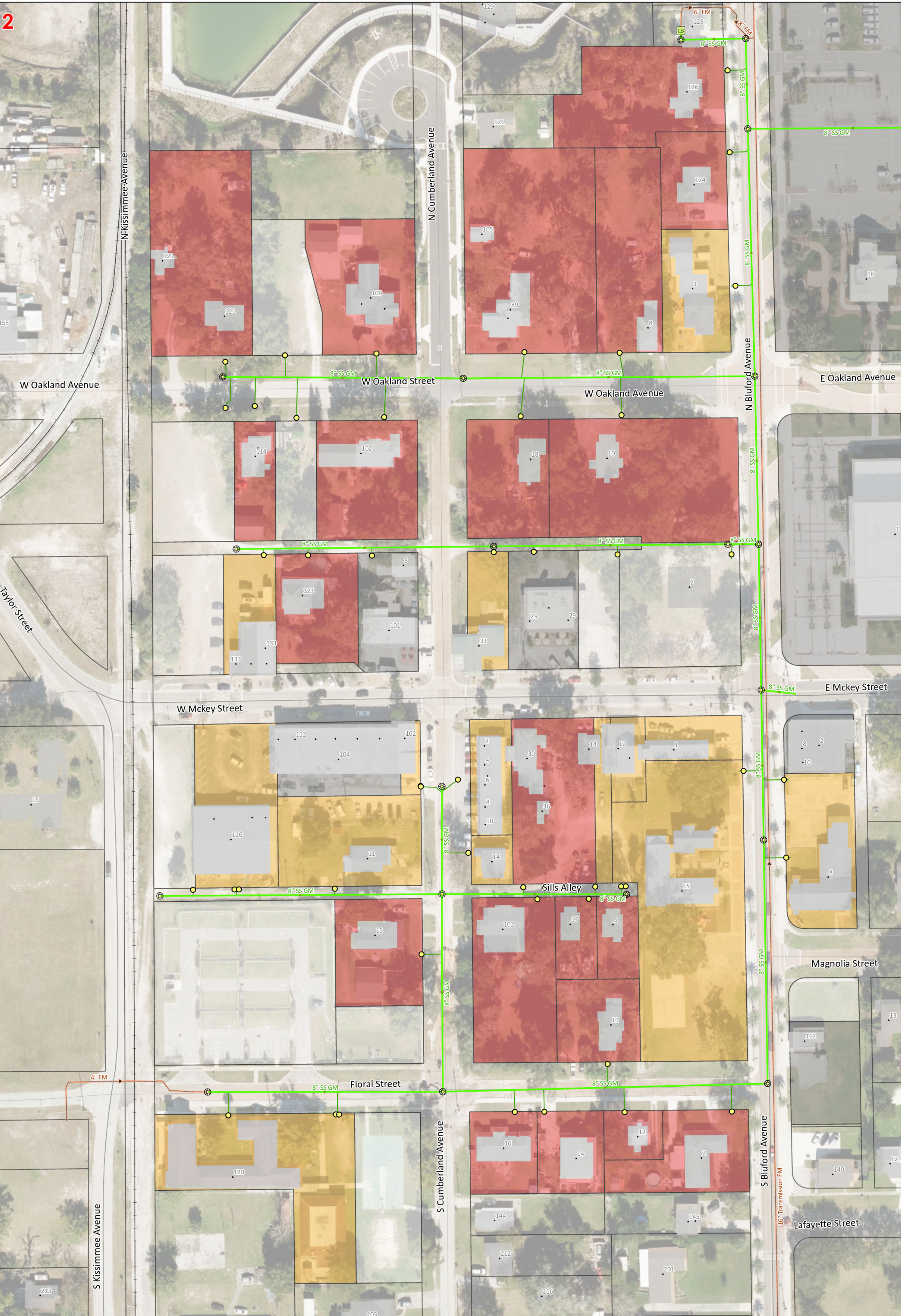
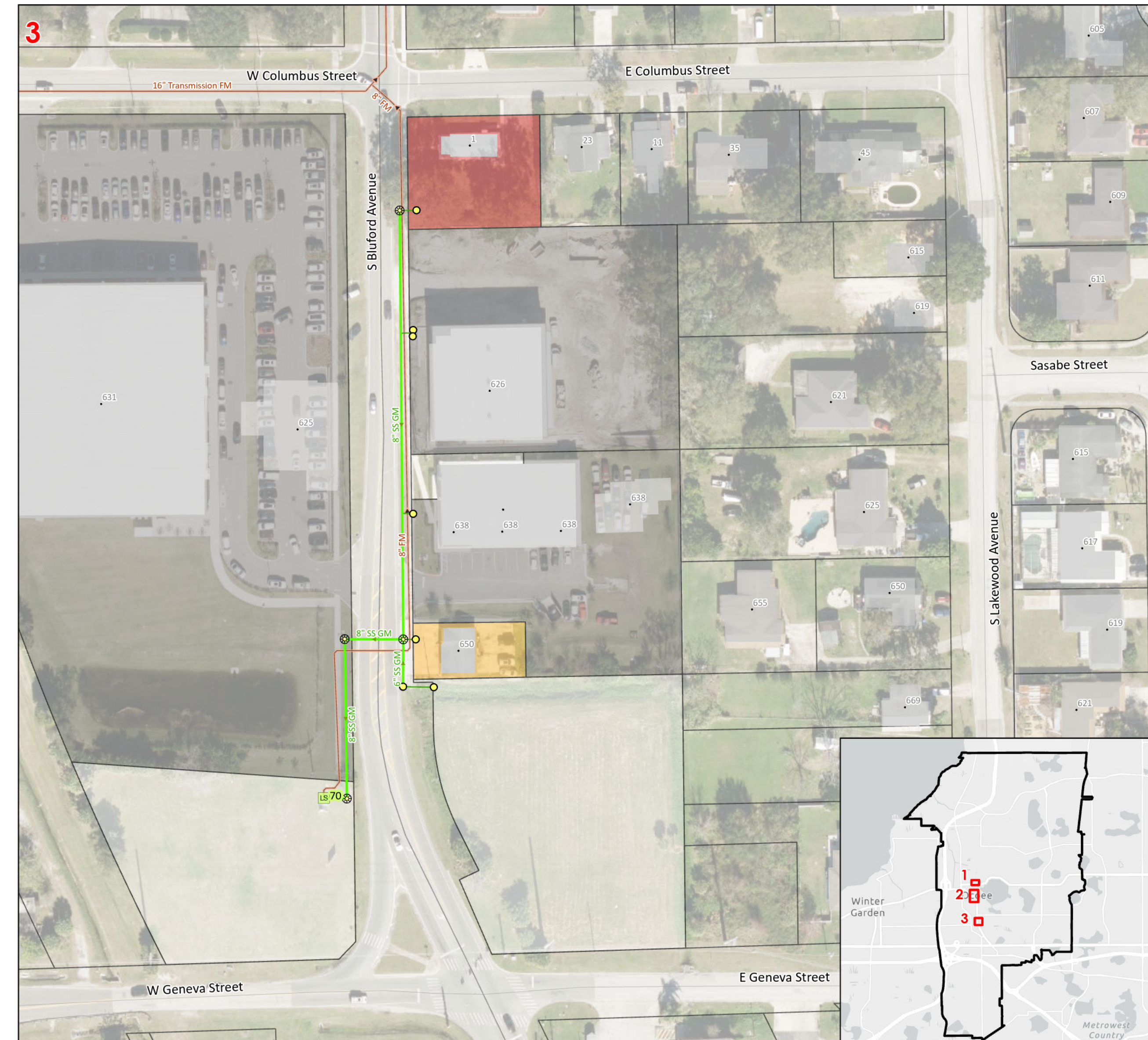
Bluford Ave Sewer Service Locations

Legend

- Sewer Service Status
- Septic Residential to Connect
 - Septic Commercial to Connect
 - Connected to Sewer
 - Vacant

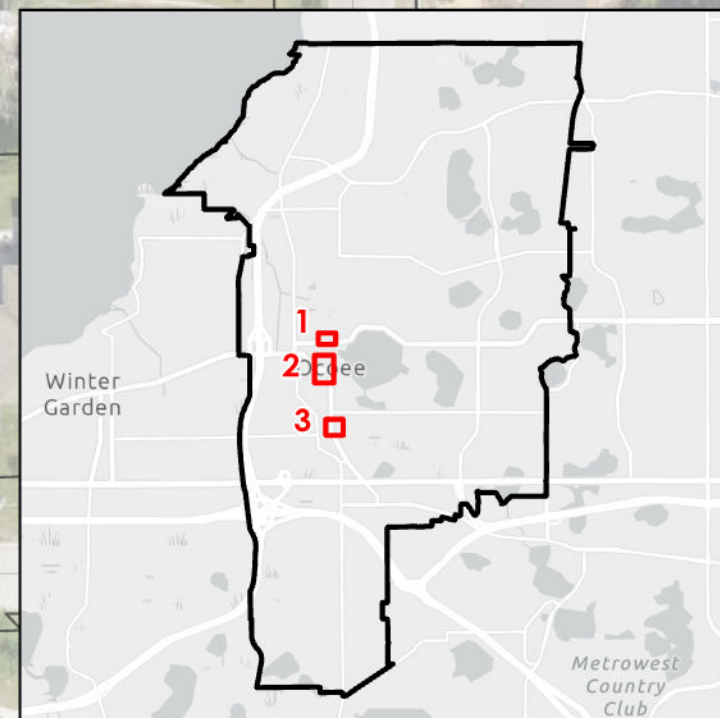
Sanitary Sewer Features

- Ocoee Lift Station
- Private Lift Station
- Manhole
- Sewer Cleanout
- Sewer Gravity Main
- Sewer Force Main Line
- Sewer Lateral Line



Date Printed:
10/8/2025

When printed on 22x34 paper
1 inch equals 75 feet





STAFF REPORT

Meeting Date: March 3, 2026

Item #: 6

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Motor Replacement in Fire Department Engine 26. (Public Works Deputy Director Rigwood)

Background Summary: Fire Department Engine 26 was placed into service in March 2017, making it approximately 9 years old. The apparatus has accumulated approximately 74,000 miles and 8,100 engine hours. While the chassis and body of Engine 26 remain structurally sound and suitable for continued service, the motor has reached the end of its reliable service life. Engine 26 is experiencing significant engine-related mechanical issues, including:

- Excessive oil consumption
- Loss of power and reduced performance
- Repeated overheating incidents
- Increased emissions system faults
- Recurring check engine diagnostics and sensor failures
- Escalating repair frequency and costs
- Signs of head gasket failure

Recent inspections by certified mechanics have determined that continued repairs would be short-term fixes and not cost-effective. The motor's condition presents a risk of unexpected failure, which could result in the apparatus being out of service during emergency response. The estimated cost of motor replacement is \$65,106.73, which is significantly less than full apparatus replacement (estimated at \$1.2 million, with a delivery of 2–3 years). Replacing the motor will:

- Extend the service life of Engine 26 by an estimated [5–7] years
- Reduce ongoing repair and maintenance costs
- Minimize unexpected breakdowns
- Maintain operational readiness without incurring full capital apparatus expense

Delaying replacement may result in catastrophic engine failure, increased repair costs, and prolonged out-of-service time.

Issue:

Should the Honorable Mayor and City Commission approve issuing a purchase order for the motor replacement in Fire Department Engine 26?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve issuing a purchase order for the motor replacement in Fire Department Engine 26 for the amount of \$65,106.73, and authorize the City Manager and staff to approve any change orders in accordance with the City Purchasing Code.

Attachments:

1. Rebuild Quote
2. E26 Photo 1
3. E26 Photo 2
4. E26 Photo 3

Financial Impacts:

Funding for this project will be sourced from account 001-541-40-4605 (Vehicle Parts & Repair)

Type of Item: Consent



RUSH TRUCK CENTER, ORLANDO
 MV49481
 1925 W.PRINCETON ST.
 PO Box :
 ORLANDO FL 32804-4705 US
 321-221-2300
 *** www.rushtruckcenters.com ***

INVOICE DATE	02/05/2026 11:14:00CST
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REWARDS NO	120980
BRANCH	1701
PAGE:	1 of 6

CUSTOMER
 CITY OF OCOEE
 1 N BLUFORD AVE
 OCOEE FL
 34761-2258 US

Service Estimate

SHIP TO :
 CITY OF OCOEE
 150 N LAKESHORE DR
 OCOEE FL
 34761-2258 US

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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
need	53447703	407-905-3170	-	

Cust Unit # 26 License #
 Phone # 407-905-3170 Contact #
 COMPLETION DATE:
 RTL UNIT: YEAR: 2017 MAKE/MODEL: MISC/FIRETRUCK:FER
 SERIAL: 4P1BAAFF4HA017579 MILEAGE: 1 MI ENGINE HOURS: 0 H
 Date in Service....:
 Engine Make/Model...: CATERPILLAR/C13
 Engine Serial No...:
 Trans Model.....: /
 Front Diff Model...:
 Front Diff Serial...:
 Rear Diff Model....:
 Rear Diff Serial....:

Job 1 REPLACE CUMMINS ENGINE

Sales Qty	UOM	Item #	Item Description	UnitRate	Per	Extension
1.000	EA	DR7071RX:CX	BLK, LONG ISL 8.9 13 B	26250.00/1	EA	26250.00
1.000	EA	DR6159D-C1:CX	BLK, LONG ISL 8.9 13 B	2660.00/1	EA	2660.00
1.000	EA	MISC:90	GROOMING	750.00/1	EA	750.00
28.000	EA	125152EXX:MBL	MOBIL DELVAC HDEO 15W-40 (BULK QT)	6.49/1	EA	181.72
50.000	EA	CT05317:PB	TIE-CABLE 50LB 15.5" BLK	0.39/1	EA	19.50
6.000	EA	5579409PX:CX	KIT, INJECTOR	1850.00/1	EA	11100.00
6.000	EA	4954679D-C1:CX	KIT, INJECTOR	299.25/1	EA	1795.50
12.000	EA	ZXEDRU1:VLV	ZX HD EXTENDED LIFE 50/50 AFC 6/1	17.74/1	EA	212.88
6.000	EA	4954679D-C1:CX	KIT, INJECTOR-CORE	299.25-/1	EA	1795.50-
1.000	EA	3780074D-C1:CX	KIT, TURBOCHARGER-CORE	665.00-/1	EA	665.00-

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

Customer or Customer's Agent X _____

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TERMS
Net 10 days

** CONTINUED **



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PAGE:2 of 6	

CUSTOMER
 CITY OF OCOEE
 1 N BLUFORD AVE
 OCOEE FL
 34761-2258 US

Service Estimate

SHIP TO :
 CITY OF OCOEE
 150 N LAKESHORE DR
 OCOEE FL
 34761-2258 US

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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
need	53447703	407-905-3170	-	
1.000	EA	3798339RX:CX	KIT,ICP TURBOCHARGER	5130.00/1 EA 5130.00
1.000	EA	3780074D-C1:CX	KIT,ICP TURBOCHARGER	665.00/1 EA 665.00
4.000	EA	5263462:CE	NUT,TWELVE POINT	11.74/1 EA 46.96
4.000	EA	5286984:CE	STUD,DOUBLE END COLLAR	25.90/1 EA 103.60
12.000	EA	3944593:CE	SCREW,HEX FLANGE HEAD CAP	11.74/1 EA 140.88
		LABOR SUBTOTAL:		13860.00
		PARTS SUBTOTAL:		46595.54
		MISC SUBTOTAL.:		0.00
		COUPON SUBTOTAL.:		
		SHIP SUBTOTAL.:		1984.79
		EPA SUBTOTAL.:		4.00
		SHOP SUBTOTAL.:		1524.60
		MACH SUBTOTAL.:		0.00
		ACCRUED VALUE.:		
		CANCELLATION		
		JOB SUBTOTAL.:		63968.93
Employee(s) on above job :				
Job 3 R&I COOLANT PACKAGE				
Sales Qty	UOM	Item #	Item Description	UnitRate Per Extension
1.000	EA		Manual Sublet Taxable	750.00/1 EA 750.00

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

Customer or Customer's Agent X _____

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** CONTINUED **



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CUSTOMER
 CITY OF OCOEE
 1 N BLUFORD AVE
 OCOEE FL
 34761-2258 US

Service Estimate

SHIP TO :
 CITY OF OCOEE
 150 N LAKESHORE DR
 OCOEE FL
 34761-2258 US

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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
need	53447703	407-905-3170	-	

LABOR SUBTOTAL: 1980.00
 PARTS SUBTOTAL: 0.00
 MISC SUBTOTAL.: 750.00
 COUPON SUBTOTAL.: 0.00
 SHIP SUBTOTAL...: 0.00
 EPA SUBTOTAL...: 0.00
 SHOP SUBTOTAL.: 217.80
 MACH SUBTOTAL.: 0.00
 ACCRUED VALUE...:
 CANCELLATION
 JOB SUBTOTAL...: 2947.80

Employee(s) on above job :

Job 4 DPF, DOC & DOSER CLEANING - LEVEL 1 WITH

Sales Qty	UOM	Item #	Item Description	UnitRate	Per	Extension
1.000	EA		Manual Sublet Taxable	200.00/1	EA	200.00

LABOR SUBTOTAL: 500.00
 PARTS SUBTOTAL: 0.00
 MISC SUBTOTAL.: 200.00
 COUPON SUBTOTAL.: 0.00
 SHIP SUBTOTAL...: 0.00
 EPA SUBTOTAL...: 0.00
 SHOP SUBTOTAL.: 0.00
 MACH SUBTOTAL.: 150.00
 ACCRUED VALUE...:
 CANCELLATION
 JOB SUBTOTAL...: 850.00

Employee(s) on above job :

Job 99 Cores

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

Customer or Customer's Agent X _____

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TERMS
 Net 10 days

** CONTINUED **



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CUSTOMER
 CITY OF OCOEE
 1 N BLUFORD AVE
 OCOEE FL
 34761-2258 US

Service Estimate

SHIP TO :
 CITY OF OCOEE
 150 N LAKESHORE DR
 OCOEE FL
 34761-2258 US

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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
-------------	-----------	-------------	------------------	-----------

need 53447703 407-905-3170 -

Sales Qty	UOM	Item #	Item Description	UnitRate	Per	Extension
1.000	EA	DR6159D-C1:CX	BLK, LONG ISC 8.3 B-CORE	2660.00-/1	EA	2660.00-
LABOR SUBTOTAL:				0.00		
PARTS SUBTOTAL:				2660.00-		
MISC SUBTOTAL.:				0.00		
COUPON SUBTOTAL.:				0.00		
SHIP SUBTOTAL.:				0.00		
EPA SUBTOTAL.:				0.00		
SHOP SUBTOTAL.:				0.00		
MACH SUBTOTAL.:				0.00		
ACCRUED VALUE.:						
CANCELLATION						
JOB SUBTOTAL.:				2660.00-		

Employee(s) on above job :

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
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Customer or Customer's Agent X _____

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** CONTINUED **



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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
need	53447703	407-905-3170	-	

 INTERSTATE BILLING SERVICE NUMBER : R775088 AUTHORIZATION:

REMIT TO:

 INTERSTATE BILLING SERVICE INC

 P.O. BOX 2208
 DECATUR AL 35601
 US

*TOTAL LABOR:	16340.00
*TOTAL PARTS:	43935.54
*TOTAL MISC.:	950.00
*TOTAL COUPON.:	0.00
*TOTAL SHIP:	1984.79
*TOTAL EPA.:	4.00
*TOTAL SHOP.:	1742.40
*TOTAL MACH.:	150.00
*TOTAL CANCEL:	0.00
*TOTAL ACCRUED:	0.00
*TOTAL INV.:	65106.73

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

Customer or Customer's Agent X _____

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TERMS
 Net 10 days

** CONTINUED **



RUSH TRUCK CENTER, ORLANDO
 MV49481
 1925 W.PRINCETON ST.
 PO Box :
 ORLANDO FL 32804-4705 US
 321-221-2300
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REWARDS NO	BRANCH
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PAGE:6 of 6	

CUSTOMER
 CITY OF OCOEE
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 OCOEE FL
 34761-2258 US

Service Estimate

SHIP TO :
 CITY OF OCOEE
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 34761-2258 US

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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
need	53447703	407-905-3170	-	

CUSTOMER AGREEMENT

Authorization Charges. I represent that I (herein, "Customer") am the owner, or am acting as a duly authorized agent of and have authority to bind, the owner of the above-described vehicle (the "Vehicle"). I hereby authorize the necessary diagnostic/repair work to be done including the supply of any necessary parts and material. I understand that any estimates are based on your preliminary inspection and do not cover any additional parts/labor that may be required after the work has been started. Occasionally, worn or damaged parts are discovered that may not be evident on the first inspection. Because of this, estimated prices are not guaranteed and are subject to change. I promise to pay for any applicable diagnostic, disassembly and reassembly services and repair work, together with all charges for any necessary repairs (collectively, the "Charges"). In addition to any and all other legal remedies available to Rush, I authorize and acknowledge an express mechanic's lien in favor of Rush on the Vehicle for all charges for repairs, including labor and parts, storage and/or towing. I understand that all charges are due and payable by me at the Rush location indicated above except as otherwise agreed in writing by the parties. I understand that the work performed by you may not be covered by warranty or extended services plan and that the manufacturer or extended service plan provider will be the one to make the final determination as to what work will be covered. I agree to pay any charges that are not covered by a warranty or extended service plan.

Disclaimer of Warranties; Returns/Refunds. ANY WARRANTIES ON THE PRODUCTS PROVIDED BY RUSH ARE SOLELY THOSE MADE BY THE PRODUCT MANUFACTURER. EXCEPT FOR THE LIMITED SERVICES WARRANTY SET FORTH IN THE RUSH TERMS AND CONDITIONS OF MAINTENANCE AND REPAIR SERVICES LOCATED AT <https://www.rushtruckcenters.com/rush-maintenance-and-repair-terms-of-service>, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND RUSH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH ANY SERVICES PROVIDED OR ANY PRODUCTS PROVIDED TO CUSTOMER IN CONJUNCTION WITH THE SERVICES. All claims and returned goods must be accompanied by this document. No refunds after 30 days. Electrical parts are not returnable.

Miscellaneous. Replaced parts will not be returned to Customer unless requested in writing by Customer at the time of repair. I agree that you are not responsible for loss or damage to the Vehicle due to or arising from fire, weather, theft or any other cause except the sole negligence of Rush. Rush is not responsible for any loss or damage to articles of personal property that have been left in the Vehicle or for loss or damage to bodies, trailers or special equipment, including any cargo, materials or supplies carried on or in such bodies, trailers, or special equipment, whatever the cause. I agree you are not responsible for any delays in repairs or any downtime, including without limitation delays or downtime caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing, inspection and/or delivery.

Customer Signature: _____ Date: _____

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:
 I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$150.
 I REQUEST A WRITTEN ESTIMATE.
 I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
 I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED: _____ Name: _____ Date: _____

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
65106.73	EXEMPT/FL	0.00	65106.73

Customer or Customer's Agent X _____

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TERMS
Net 10 days



Manufactured by: Pierce Manufacturing, Inc.

- Custom Designed and Manufactured Exclusively For -

CITY OF OCOEE FD



Oshkosh Corporation
VEHICLE EMISSION

CONTROL INFORMATION

Vehicle Family: HOSH2VOCV000

Sub-Category: Vocational Vehicles
above 33,000 lbs GVWR

Emissions component: LRRR

THIS VEHICLE COMPLIES WITH U.S.
EPA REGULATIONS FOR 2017 MODEL
YEAR HEAVY-DUTY VEHICLES

Mo./Yr of Mfgr	Feb - 2017	Job No.	30262	WO No.	20703948
GVWR	20,412 KG (45,000 LB)	Tire-Limited Max Speed	68 mph	Chassis	Enforcer
GAWR		TIRES	RIMS	COLD TIRE INFLATION	
Front	8,165 KG (18,000 LB)	315/80R22.5 (L)	22.50x9.00	896 kPa (130 PSI)	SINGLE
Rear	12,247 KG (27,000 LB)	12R22.5 (H)	22.50x8.25	827 kPa (120 PSI)	DUAL

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN 4P1BAAFF4HA017579 **TYPE** Emergency Vehicle

CUSTOM HIGH GRADE PAINT FINISH

Dark Red	Pierce No.	100	Sikkens Autocoat BTLV Basecoat	FLNA3048
Black	Pierce No.	101	Sikkens Autocoat BTLV Basecoat	FLNA40119

FLUID CAPACITIES

Perform All Maintenance Items outlined in the Chassis Operation Manual At The Recommended Time Intervals

Component	Fluid Capacity				Fluid Type	
Engine	ISL	26.5	Liter	28.0	Quart	15W40 CJ-4
Trans	3000 EVS	18.0	Liter	19.0	Quart	TES 389 ATF
Coolant		31.2	Liter	33.0	Quart	OAT ELC
Power Steering		3.8	Liter	4.0	Quart	TES 389 ATF
Front Axle						80W90 GEAR LUBE
Rear Axle (#2 or Single)		21.8	Liter	23.0	Quart	80W90 GEAR LUBE
Rear Axle (#3)		0.0	Liter	0.0	Quart	NA
Cab Tilt		3.8	Liter	4.0	Quart	TES 389 ATF
Gen	None - KW	0.0	Liter	0.0	Quart	NA
(Refer to Owners Manual for Temperature Ranges)						
Transfer Case		0.0	Liter	0.0	Quart	NA
Equipment Rack - Per Reservoir		0.0	Liter	0.0	Quart	NA
Breathing Air Compressor		0.0	Liter	0.0	Quart	NA
CAFS Compressor		0.0	Liter	0.0	Quart	NA
Water Pump Transmission		5.7	Liter	6.0	Quart	CAT TDTO TO-4 10W
Water Pump Primer		0.0	Liter	0.0	Quart	Not Required
A/C Compressor		Refrigerant Charge		Oil Charge		Oil Type
		4 lbs 6 oz		12.6 oz		PAG 46



FIRE STATION NO. 26

CITY OF OCOEE
FIRE DEPARTMENT

ENGINE
26

26





STAFF REPORT

Meeting Date: March 3, 2026

Item #: 7

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: First Reading of an Ordinance providing for an Amendment to Chapter 7 of the Code of Ordinances related to the Ocoee Code Enforcement Board and Special Magistrate Ordinance. (Police Chief Ogburn)

Background Summary:

At the February 3, 2026, City Commission meeting, the Commission voted unanimously to reconsider the prior vote to keep the Code Enforcement Board as the body that adjudicates Code Enforcement complaints against residential properties and to move to a Special Magistrate. The attached ordinance amends the ordinance for the Ocoee Code Enforcement Board and Special Magistrate by removing the Code Enforcement Board in its entirety and moving the duties of the Code Enforcement Board to the Special Magistrate.

As discussed at the February 3rd meeting, the proposed changes are in response to repeated difficulties in achieving a quorum for Board meetings, which have resulted in delays in residential code enforcement cases and prolonged non-compliance. These delays have negatively impacted neighborhood appearance and property values. The ordinance transfers all pending cases and all powers of the Code Enforcement Board to the Special Magistrate, who will be authorized pursuant to Chapter 162, Florida Statutes, to conduct hearings, make findings of fact and conclusions of law, and impose administrative fines and other noncriminal penalties.

The ordinance establishes qualifications, appointment procedures, and terms for the Special Magistrate, who must be a Florida-licensed attorney with knowledge of municipal law and code enforcement procedures. It also provides for the appointment of a Special Magistrate pro tem in cases of conflict or unavailability. The ordinance sets forth detailed enforcement and hearing procedures, including notice requirements, evidentiary standards, and due process protections. The Special Magistrate is granted authority to assess daily fines for continuing and repeat violations, impose fines for irreparable violations, order recovery of enforcement and repair costs, record liens, and recommend foreclosure actions to the City Commission. The ordinance further standardizes procedures for lien reductions, releases, satisfactions, and settlements, including application requirements and review criteria. The fines as set forth in the ordinance are \$250 per day and \$500 for repeat violations and also provides for the increased fines due to the city's population exceeding 50,000. These fines can be \$1,000 per day and \$5,000 per repeat violation.

Additionally, the ordinance affirms that code enforcement is authorized to patrol the city to identify code violations in addition to investigating allegations of code violations. Final administrative orders of the Special Magistrate may be appealed to the Circuit Court for Orange County within 30 days. The ordinance also establishes a Code Enforcement Recovery Fund for the allocation of collected fines and lien proceeds to support enforcement efforts, nuisance abatement, and related purposes.

Issue:

Should the Honorable Mayor and City Commission approve an ordinance amending Chapter 7 of the Ocoee Code of Ordinances providing for: i) transition from a Code Enforcement Board to a Special Magistrate for residential code enforcement cases, ii) to establish a Code Enforcement Recovery Fund for the allocation of collected fines and lien proceeds to support enforcement efforts, nuisance abatement, and related purposes, and iii) set the daily fines at \$250 or more and repeat fines at \$500 or more?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve an ordinance amending Chapter 7 of the Ocoee Code of Ordinances providing for: i) transition from a Code Enforcement Board to a Special Magistrate for residential code enforcement cases, ii) to establish a Code Enforcement Recovery Fund for the allocation of collected fines and lien proceeds to support enforcement efforts, nuisance abatement, and related purposes, and iii) set the daily fines at \$250 or more and repeat fines at \$500 or more?

Attachments:

1. Ordinance Creating Office of Special Magistrate
2. Proposed Strikeouts and Deletions - Chapter 7 - ENFORCEMENT OF CODE

Financial Impacts:

The ordinance will not have a financial impact as the costs associated with the Code Enforcement Board Attorney will be transferred to the Magistrate.

Type of Item: First Reading

ORDINANCE 2026-_____

AN ORDINANCE OF THE CITY OF OCOEE CREATING THE OFFICE OF SPECIAL MAGISTRATE TO HOLD HEARINGS AND ASSESS FINES AGAINST VIOLATORS OF THE CITY CODES AND ORDINANCES; ABOLISHING THE CITY OF OCOEE CODE ENFORCEMENT BOARD SUBJECT TO FUTURE REINSTATEMENT; REASSIGNING ALL CASES PENDING BEFORE THE CODE ENFORCEMENT BOARD AND ALL POWERS OF THE CODE ENFORCEMENT BOARD TO THE SPECIAL MAGISTRATE; DEFINING TERMS; SETTING FORTH THE TERMS OF THE SPECIAL MAGISTRATE AND APPOINTMENT OF A SPECIAL MAGISTRATE PRO TEM; ESTABLISHING CODE ENFORCEMENT PROCEDURES; ESTABLISHING HEARING PROCEDURES AND STANDARDS; SETTING FORTH THE POWERS OF THE SPECIAL MAGISTRATE; PROVIDING FOR ADMINISTRATIVE FINES, FINES FOR THE COSTS OF REPAIRS MADE BY THE CITY; LIENS, PROCEDURES FOR APPLYING FOR AND CONSIDERING LIEN REDUCTIONS AND RELEASES, SATISFACTIONS, AND SETTLEMENTS; PROVIDING FOR NOTICE TO AFFECTED PARTIES; ALLOWING FOR ENFORCEMENT BY OTHER PROVISIONS; PROVIDING FOR APPEALS; ESTABLISHING A CODE ENFORCEMENT RECOVERY FUND; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, a qualified Special Magistrate can adjudicate code enforcement cases expeditiously, dispassionately, and without bias; and

WHEREAS, City Commission of the City of Ocoee has determined that it is in the best interests of the City to abolish the Code Enforcement Board, subject to future reinstatement in accordance with section 162.05, Florida Statutes, by ordinance, and to transfer all cases and powers of the Code Enforcement Board to a Special Magistrate qualified to hear such cases; and

WHEREAS, the City Commission finds, based on data from the Bureau of Economic and Business Research of the University of Florida and the United States Census Bureau, that the

population of the City of Ocoee exceeds 50,000 persons, and that a Special Magistrate should have discretion to impose code enforcement fines up to the limit allowed by section 162.09(2)(d) for cities whose population equals or exceeds 50,000; and

WHEREAS, the City Commission desires to standardize the procedures for considering applications to reduce or release code enforcement fines and liens; and

WHEREAS, the City Commission desires to authorize the City Manager or their designee to recommend the foreclosure of properties with code enforcement liens.

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Ocoee that:

SECTION 1: AMENDMENTS CHAPTER 7 OF THE CITY CODE

Sections 7-1, 7-2, 7-3, 7-4, 7-5, 7-5.5, 7-6, 7-7, 7-8, 7-9, 7-10, and 7-12 of the Ocoee City Code are stricken in their entirety and amended and re-enacted as shown below. Words that are underlined are additions. Articles, Sections, Subsections and Provisions not referenced in this ordinance or that are not underlined are not modified:

§ 7-1. Title.

This Chapter may be cited as the "Code Enforcement Ordinance."

§ 7-2. Intent.

This Chapter is intended to promote, protect and improve the health, safety and welfare of the citizens of the City of Ocoee, Florida, by providing for a Special Magistrate with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective and inexpensive means of enforcing the codes and ordinances in force in the City of Ocoee, Florida, where a pending or repeated violation continues to exist.

§ 7-3. Appointment of Special Magistrate; jurisdiction.

A. There is hereby created the office of Special Magistrate of the City of Ocoee, Florida.

B. The City of Ocoee, Florida shall appoint a Special Magistrate as provided in this Chapter, with authority under section 162.03, Florida Statutes, to hold hearings and assess fines against violators of the city codes and ordinances. In the event of a conflict of interest or in circumstances when the Special Magistrate is not available due to illness, disability or death, the City Manager or his designee may appoint a Special Magistrate *pro tem* to undertake the duties of the Special Magistrate.

C. The Special Magistrate has jurisdiction to enforce any code or ordinance in force in the City of Ocoee, Florida, where a single or repeated violation has existed or continues to exist.

D. It is the legislative intent of this Chapter to provide an additional or supplemental means of obtaining compliance with the codes and ordinances of the City. Nothing contained in this Chapter shall prohibit the City Commission from enforcing such codes and ordinances by any other means. The City Commission may appoint one or more Special Magistrates to hear any or all Code violations in accordance with the procedure shown herein. Any alleged violation of City codes and ordinances may be pursued by appropriate remedy in court, or as may otherwise be provided by law.

E. The office of Special Magistrate may be abolished by ordinance.

F. The existing City of Ocoee Code Enforcement Board shall be deemed abolished, subject to the future reinstatement by ordinance in accordance with section 162.05, Florida Statutes. All cases before the City of Ocoee Code Enforcement Board shall be deemed reassigned to the Special Magistrate for hearing and adjudication.

G. If the office of Special Magistrate is thereafter abolished, all cases pending before the Special Magistrate, and all powers of the Special Magistrate shall be reassigned to the City of Ocoee Code Enforcement Board in accordance with the direction given by the city commission and section 162.05, Florida Statutes, providing for the appointment of a Code Enforcement Board by ordinance.

§ 7-4. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

CITY — The City of Ocoee, Orange County, Florida.

CITY ATTORNEY — The person or law firm appointed by the City Commission to act as attorney and counselor for the City under section C-26 of the City Charter.

CITY COMMISSION — The legislative body of the City.

CLERK — The person designated by the City Manager to act as Clerk for the Board and Special Magistrate. It includes persons designated to act as Deputy Clerks, as provided in § 7-5H.

CODE — The Code of the City of Ocoee.

CODE ENFORCEMENT BOARD – A board of the City of Ocoee constituted to hear alleged code enforcement violations that was abolished and which may be reestablished by ordinance pursuant to Florida Statutes 162.05.

CODE INSPECTOR — Any authorized agent or employee of the City who has, as a duty or as a part of their duties, to assure compliance with the Code or any portion thereof.

REPEAT VIOLATION — A violation of a provision of a code or ordinance by a person previously found by the Code Enforcement Board or the Special Magistrate to have violated or who has admitted violating the same provision of the City Code within five years prior to the violation, at the same or different locations. When assessing a fine, the Special Magistrate is not

limited to consideration of prior violations more than five years prior to the current violation.

SPECIAL MAGISTRATE — The person authorized to hold hearings and assess fines against violators of the City codes and ordinances.

§ 7-5. Term of Special Magistrate; Clerk for the Special Magistrate.

- A. The Special Magistrate shall be an attorney duly licensed to practice law in the State of Florida. The Special Magistrate must demonstrate satisfactory knowledge of municipal law and the general procedures for enforcing municipal codes and must demonstrate a temperament suitable for exercising the quasi-judicial powers vested in the office.
- B. The City Commission shall appoint at least one qualified person to serve as a Special Magistrate.
- C. The Special Magistrate shall serve for a term of at least one year and may be reappointed by the City Manager for consecutive one-year terms up to five additional years. Although appointed for one-year terms, the Special Magistrate shall be subject to suspension or removal by the City Commission, with or without cause, at any time during their term. The Special Magistrate shall receive compensation for services at a rate determined by the City Commission. The Special Magistrate shall be an independent contractor and not an employee or agent of the City.
- D. To avoid conflicts of interest, the City Attorney will not be appointed to serve or act as Special Magistrate or as counsel to the Special Magistrate. The city attorney may attend hearings conducted by the Special Magistrate and represent city staff in the presentation of cases, or the code enforcement officer may present cases, at the

option of the city manager or his designee depending upon the substance and complexities of any given case. To the extent necessary and consistent with the city's interests in ensuring compliance with City Codes, the city attorney will defend final orders of the Special Magistrate which are appealed by violators to a court of competent jurisdiction.

- E. The City Manager will designate a City employee as Clerk for the Special Magistrate. The City Manager may designate additional City employees as a Deputy Clerk as deemed appropriate to enable the Special Magistrate to efficiently conduct business. No Board member of the City, the City Attorney, or Code Inspectors shall be the designated Clerk or Deputy Clerk.
- F. The Clerk to the Special Magistrate will be the custodian of the records of the Special Magistrate, subject to supervision and control of the City Clerk.

§ 7-6. Procedure.

A. A Code Inspector shall patrol the City to identify code violations. In addition, a Code Inspector shall investigate allegations of code violations by complainants who provide their name and address, as required by section 162.21, Florida Statutes. A Code Inspector shall initiate proceedings to enforce the Code. The Special Magistrate may not initiate code enforcement proceedings.

B. Except as provided in Subsections C and D, *infra*, if the Code Inspector finds a violation of the Code, he or she will first give the alleged violator written notice of violation and a reasonable time in which to correct the violation. If the violation continues beyond the time set for correction, the Code Inspector will initiate proceedings before the Special Magistrate by filing a

written notice of violation with the Clerk, which shall be served on the alleged violator in accordance with section 162.12, Florida Statutes. The Special Magistrate, through their clerical staff, will schedule a hearing on the alleged violation and give the alleged violator written notice thereof. At the option of the Code Inspector or clerical staff, notice may additionally be served by publication as provided in § 7-10 of this Chapter and by posting at the property where the alleged violation is occurring and at city hall, in accordance with section 162.12, Florida Statutes. The notice will inform the alleged violator of the following:

(1) The nature of the alleged violation.

(2) The time and place of the hearing.

(3) The alleged violator may appear in person before the Special Magistrate and present evidence relevant to the matter under consideration, may present witnesses to testify at the hearing, and may be represented by legal counsel of his or her own choosing at his or her own expense, and may, upon request cross examine any witness of the City and present a closing argument.

(4) If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the Code Inspector, the case may be presented to the Special Magistrate even though the violation has been corrected before the hearing.

C. If a repeat violation is found, the Code Inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The Code Inspector, upon notifying the violator of a repeat violation, shall notify the Special Magistrate and request a hearing. The Special Magistrate, through their clerical staff, shall schedule a hearing and shall provide a Notice of Hearing to the alleged violator pursuant to § 7-10 of this Chapter and section

612.12, Florida Statutes. The case may be presented to the Special Magistrate even if the repeat violation has been corrected prior to the Special Magistrate's hearing.

D. If the Code Inspector has reason to believe a violation or the condition causing the violation presents a serious threat to public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, the Code Inspector will make a reasonable effort to notify the violator and may immediately notify the Special Magistrate and request a hearing.

E. *Transfer of ownership.*

(1) If the owner of property which is subject to an enforcement proceeding, before the Special Magistrate, transfers ownership of, or any interest in such property between the time the initial notice was provided and the time of the hearing, such owner shall:

(a) Disclose, in writing, the existence and the nature of the proceedings to the prospective transferee.

(b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(d) File a notice with the Code Inspector of the transfer of the property, with the identity and address of the new owner or possessor of a new interest in the

property, and copies of the disclosures made to the new owner, within five days after the date of the transfer.

(2) A failure to make the disclosures described in Subsections E(1)(a), (b), and (c) above before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceedings shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

§ 7-7. Conduct of hearings.

A. The Special Magistrate will conduct hearings at each Code Enforcement Hearing. A hearing also may be called by the Special Magistrate, as applicable. Minutes shall be kept of all hearings by the Special Magistrate, and all hearings and proceedings shall be open to the public.

B. Cases before the Special Magistrate will be presented by the City Attorney, the Code Inspector, or another member of the City's administrative staff as determined by the City Manager. The Special Magistrate will take testimony from the Code Inspector in each case presented for hearing. If the City prevails in prosecuting a case before the Special Magistrate, the City shall be entitled to recover all costs incurred in prosecuting the case before the Special Magistrate, including, but not limited to, any fees paid to the Special Magistrate.

C. Testimony before the Special Magistrate will be under oath and recorded. The Clerk is authorized and empowered to administer oaths to persons testifying before the Special Magistrate, or the Special Magistrate may administer oaths. The Special Magistrate is also authorized and empowered to administer oaths to persons testifying before the Special Magistrate.

D. The alleged violator will have the right to appear in person before the Special Magistrate to testify personally and present other evidence relevant to the matter under consideration by the Special Magistrate, to subpoena witnesses to testify at the hearing and to be represented before the Special Magistrate by legal counsel of his own choosing at his own expense.

E. Formal rules of evidence will not apply, but fundamental due process will be observed and govern the proceedings. The Special Magistrate may consider any evidence that a reasonable person may rely on.

F. At the conclusion of each hearing, the Special Magistrate will issue findings of fact based on the evidence presented during the hearing, conclusions of law, and an order affording proper relief consistent with the powers granted the Special Magistrate by the provisions of this Chapter and chapter 162, Florida Statutes.

G. The order may include a notice that it must be complied with by a specified date; that a fine may be imposed and, under the conditions specified in § 7-9 of this Chapter, the cost of repairs may be included along with the fine if compliance does not occur by that date; that the violation is presumed to continue until the violator gives the Code Inspector written evidence establishing compliance to the Code Inspector; that the violator must give the City written notice of compliance before the City will conduct a compliance inspection; and that if the compliance inspection discloses noncompliance, the fine will continue to accrue until compliance occurs.

H. A certified copy of such an order may be recorded in the public records of the County and shall constitute notice to any subsequent purchasers, successors in interest or assigns, if the violation concerns real property, and the findings therein shall be binding upon the violator

and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records pursuant to this Subsection and the order is complied with by the date specified in the order, the Special Magistrate shall issue an order acknowledging compliance that the City shall record in the public records. A hearing is not required to issue such an order acknowledging compliance.

§ 7-8. Powers of Special Magistrate.

The Special Magistrate will have the power to:

A. Adopt rules for conducting hearings, provided that they are not inconsistent with the provisions of this chapter or chapter 162, Florida Statutes.

B. Subpoena alleged violators, witnesses, and evidence to its hearings. The Special Magistrate's rules may provide for the issuance of subpoenas in the name of the Special Magistrate under this provision by its Clerk and, at the request of the Code Inspector, the City Attorney, other members of the City's administrative staff responsible to present cases before the Special Magistrate or the alleged violator.

C. Cause subpoenas issued by the Special Magistrate to be served by the City Police Department or the County Sheriff.

D. Swear in witnesses and take testimony under oath.

E. Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

F. Assess and order the payment of civil penalties provided herein and in Ch. 162, Florida Statutes.

G. Consider, address, and enforce orders previously entered by the city's former Code Enforcement Board.

H. Make recommendations to the City Commission regarding applications for satisfaction, release, or reduction of code enforcement liens.

I. Authorize the City Attorney to foreclose on a lien arising from the recording in the official county records of certified copies of the Special Magistrate's orders imposing penalties after six months from the filing of the lien have elapsed and the lien remains unpaid, subject to final approval by the City Commission.

J. Hear such cases and appeals as the City Commission may authorize by ordinance.

K. Exercise any other powers set forth in this chapter or in chapter 162, Florida Statutes.

§ 7-9. Administrative fines; repair costs; liens; reductions, satisfactions, and settlements.

A. If the Code Inspector notifies the Special Magistrate of a failure to comply with a compliance order of the Code Enforcement Board or Special Magistrate by the date set in the order, the Special Magistrate may issue an order requiring the violator to pay a fine not to exceed \$1,000 for each day the violation continues past the date set by the prior Code Enforcement Board or Special Magistrate for compliance, and in addition, the fine may include all costs of repairs pursuant to Subsection C of this Section, as authorized by section 162.09, Florida Statutes.

B. If the Special Magistrate finds that a repeat violation has been committed, the Special Magistrate may issue an order requiring the violator to pay a fine not to exceed \$5,000 for each day the repeat violation continues, beginning with the date the repeat violation is found to

have occurred by the Code Inspector, and in addition, the fine may include all costs of repairs pursuant to Subsection C of this Section, as authorized by section 162.09, Florida Statutes.

C. If the Special Magistrate finds that a violation is irreparable or irreversible in nature, the Special Magistrate may also impose a fine not to exceed \$15,000, as authorized by section 162.09, Florida Statutes.

D. In addition, the Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes and all costs of repairs incurred by the city. Making any repairs does not create a continuing obligation on the part of the City to make further repairs or to maintain the property and does not create any liability against the City for any damages to the property if such repairs were completed in good faith.

D. No fine shall be issued without an evidentiary hearing establishing that a violator has failed to comply with an order of the Special Magistrate to cease violating the city code. Fines may accrue until such time as the violator notifies the Code Inspector and establishes compliance, with the Code Inspector shall confirm. The Code Inspector shall thereafter notify the Special Magistrate who shall issue an order acknowledging compliance, which shall be recorded in the public records. A hearing shall not be required to issue such an order acknowledging compliance, pursuant to sec. 162.07(4), Florida Statutes.

E. In determining the amount of any fine, the Special Magistrate will consider the following factors:

- (1) The gravity of the violation.
- (2) Any actions taken by the violator to correct the violation.

(3) Any previous violations committed by the violator.

F. City policy is to accomplish compliance with the City Code as economically as possible for all parties. Therefore, after a property owner has been properly noticed of a violation but prior to a hearing before the Special Magistrate, the City Manager or their designee is authorized to enter into negotiations to reach a settlement agreement with the violator. Failure of the violator to comply with the settlement agreement or a recurrence of the violation shall result in prosecution of the original violation as well as any repeat violation. The City Manager or designee shall establish the perimeters to be followed for settlement negotiations. Pre-hearing settlement negotiations shall not be grounds for continuing or otherwise delaying a hearing on the violation unless agreed to in writing by both parties.

§ 7.9.1. Liens on Property of the Violator and Foreclosure.

A. After the hearing before the Special Magistrate, a certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the official County records and will thereafter constitute a lien against the land on which the violation exists and on any other real or personal property owned by the violator. Upon petition to the Circuit Court, such order shall be enforceable in the same manner as a court judgment by the Sheriffs of Florida, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes.

B. A fine imposed pursuant to this Chapter shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this Section, whichever occurs first. A lien arising from a fine imposed pursuant to this Section

runs in favor of the City, and the City Commission may execute a satisfaction, reduction, or release of a lien entered pursuant to this Section, unless otherwise provided herein.

C. Six months after the filing of any code enforcement lien that remains unpaid, the City will undertake a review to determine whether to recommend foreclosure to the Special Magistrate. Upon a duly noticed hearing, the Special Magistrate may authorize the City Attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under § 4, Article X of the Florida Constitution. The money judgment provisions of this Section shall not apply to real property or personal property which is covered under § 4(a), Article X of the Florida Constitution.

D. After an order assessing a fine against a violator has been issued and compliance has been achieved, nothing herein shall prohibit the City Commission, or City Manager or their designee from reducing, eliminating, satisfying, or otherwise settling the assessed fine or lien or the Special Magistrate from recommending that the City Commission or City Manager or designee reduce, eliminate, satisfy, or otherwise settle the assessed fine or lien. The City Manager or designee shall establish the procedures to be followed for reducing, eliminating, satisfying, or otherwise settling the assessed fine or lien and for recording satisfaction thereof in the official County records.

E. The lien will be automatically extinguished 20 years after the date the certified copy of the order imposing a fine is recorded, unless within that time the City commences an action pursuant to this chapter in a court of competent jurisdiction. In an action to foreclose on a lien or

for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The City Commission shall be entitled to collect all costs incurred in recording and satisfying a valid lien. Commencement of an action pursuant to § 7-9 of this chapter will not cause a continuation of the lien as against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

F. The Clerk is authorized and empowered to issue certified copies of the Special Magistrate's records.

G. Actions for money judgments under this Chapter may be pursued on fines levied after October 1, 2000.

H. *Application for the satisfaction, release, or reduction of code enforcement liens.*

(1) *Lien satisfaction.* Upon full payment by the applicant of the fine or penalty imposed in accordance with this division, the city manager is hereby authorized to execute and record in the public records of Orange County, Florida, a satisfaction of lien on behalf of the City. The applicant shall be responsible for paying all costs of recording.

(2) *Requests for lien release or reduction.* Upon request for a release or reduction of a fine or lien imposed in accordance with this division, the applicant shall submit a written application to the city manager or designee, in accordance with this section.

(a) *Application.* The application for release or reduction of lien shall be in written form, typed or handwritten, by the applicant and shall be submitted to the city manager, or their designee. The application shall be executed

under oath and sworn to in the presence of a notary public, and shall include, but may not be limited to, the following:

- i. A copy of the order imposing a lien upon the property including the code enforcement case number;
- ii. The date upon which the applicant brought the subject property into compliance with the City Code;
- iii. The basis upon which the applicant believes the application for release or reduction of lien should be granted;
- iv. The terms upon which the release or reduction of lien should be granted;
- v. The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded;
- vi. The amount of reduction in fines or lien sought by the applicant;
- vii. A statement verifying whether the applicant was issued any title policy or policies for the subject property encumbered by the lien after the date the lien was recorded in the public records of Orange County, Florida. If such a policy or policies were issued to the applicant, a copy of any such title policy shall be submitted with the application;
- viii. Any other information which the applicant deems pertinent to the request, including but not limited to the circumstances that exist

which would warrant the reduction or satisfaction of the penalty or fine.

(b) Application Fees. The applicant shall submit, at the time of application, any application fee established by the city to defray some or all costs incurred by the City in processing the application including, but not limited to, personnel, legal, and costs associated with recording the order imposing a penalty or fine and the requested release or reduction of lien. The application fee is nonrefundable, without regard to the final disposition of the application.

(c) Application review. Upon receipt of the application and payment of the application fee provided above, the code enforcement division shall confirm that the violation, which resulted in the order imposing penalty or fine, has been corrected. If the violation has been corrected and there are no current code violation(s) upon the property in question, the code enforcement division shall place the application and a staff recommendation upon the agenda of the next meeting of the Special Magistrate for a hearing and recommendation to the city commission.

(d) At a duly noticed hearing, the Special Magistrate shall review and consider the application for reduction or release of lien, provide the violator with an opportunity to address the Special Magistrate regarding the application for reduction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

(e) The Special Magistrate shall render a written recommendation to

the city commission based on findings of fact and law to either approve, approve with conditions, or deny the application for reduction or release of lien. The city commission shall consider and give considerable weight to the written recommendation of the Special Magistrate and render a final decision on the application.

(3) The Special Magistrate, in making a recommendation, and the city commission, in making a final decision, shall consider and apply the following factors in determining the amount of any reduction or release of lien:

(a) The amount of any administrative and out-of-pocket costs incurred by the city which are directly associated with the underlying code enforcement case and lien including, but not limited to, code enforcement staff and attorney time, postage, advertising and recording costs, and other city expenses related to any measure taken to abate a nuisance caused by the violation;

(b) The gravity and number of the violation(s);

(c) The amount of the requested reduction;

(d) The time in which it took to bring the property into compliance;

(e) Whether the applicant was responsible for the violation which caused the lien;

(f) Whether the applicant is or will be a bona fide purchaser of the subject property and is filing or has filed for a homestead exemption evidencing a desire to reside within the city on a non-transient basis, or whether the property is or will be

acquired for investment or other purposes;

(g) Whether the applicant acquired the subject property with knowledge of the subject lien or should have knowledge of the lien through reasonable due diligence;

(h) The accrued amount of the code enforcement fine or lien as compared to the current market value of the property;

(i) With respect to a speculator, non-homestead purchaser of the subject property, the accrued amount of the code enforcement fine or lien as compared to the investment/profit that will be gained as a result of the purchase or sale of the property and the reduction or satisfaction;

(j) Any previous or subsequent violations pertaining to the property unless an order finding a violation is under appeal at the time of determination;

(k) Any previous or subsequent violations of the applicant pertaining to the other properties owned within city, unless an order finding a violation is under appeal at the time of determination;

(l) Any relevant information contained in any title policy required to be submitted to the city under this section;

(m) Any financial hardship;

(n) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine; and

(o) Any other administrative review criteria relevant to whether it is equitable to reduce or release a lien which are adopted by the city manager, in writing,

and are intended to be applied to all applications on a uniform basis.

- (4) Any fine or lien reduction approved by the city commission shall, to the maximum extent feasible, provide for the city to collect, at a minimum, all administrative and out-of-pocket costs incurred by the city with respect to the violation(s) at issue. If the city commission approves the application to reduce or release the lien and the approval is conditioned upon the applicant paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded in the public records of Orange County, Florida by the city manager until the condition(s) imposed by the city commission have been satisfied.
- (5) The applicant shall have 30 days, or such time period determined by the city commission in a written agreement, in which to comply with any decision of or condition imposed by the city commission or the application shall be deemed automatically denied and thereafter, the applicant shall be barred from applying for a subsequent reduction or release of lien for a period of one year from the date of the city commission's decision. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this division.
- (6) When a lien is satisfied as a result of reduced payment or release as ordered by the city commission, the city manager or their designee is hereby authorized to execute and record in the public records of Orange County, Florida, a satisfaction of lien on behalf of the city.

§ 7-10. Notices.

A. All notices required by this Chapter will be provided to the alleged violator by:

(1) Certified mail, return receipt requested, provided that if such notice is sent under this Subsection to the owner of the property in question at the address listed in the Tax Collector's office for tax notices, and at any other address provided to the City by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in Subsection B below and by first-class mail directed to the addresses furnished to the City with a properly executed proof of mailing or affidavit confirming the first-class mailing;

(2) Hand delivery by the Sheriff or other law enforcement officer or Code Inspector or process server designated pursuant to Ch. 48, Florida Statutes;

(3) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

(4) In the case of commercial premises, leaving the notice with the manager or other person in charge.

B. In addition to providing notice as set forth in Subsection A, at the option of the Code Inspector, notice may also be served by publication or posting, as follows:

(1) Such notice shall be published once during each week for four consecutive weeks, four publications being sufficient, in a newspaper of general circulation in Orange

County. The newspaper must meet such requirements as are prescribed under Ch. 50, Florida Statutes, for legal and official advertisements. Proof of publication shall be made as provided in §§ 50.041 and 50.051, Florida Statutes.

(2) In lieu of publication as described in Subsection B(1), such notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at city hall where notices are customarily posted. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(3) Notice by publication may run concurrently with or may follow an attempt or attempts to provide notice by hand delivery or by mail as required under Subsection A. Evidence that an attempt has been made to hand deliver or mail notice as provided in Subsection A, together with proof of publication or posting as provided in Subsection B, will be sufficient to show that the notice requirements of this Chapter have been met without regard to whether or not the alleged violator actually received such notice.

§ 7-11. Enforcement by other provisions.

Nothing in this Chapter will be deemed to prohibit the City from enforcing its codes by any other means; the provisions of this Chapter are merely an additional or supplemental means of obtaining compliance with the City's codes.

§ 7-12. Appeals.

Except as provided in Section 7-9 or otherwise in the city code, final administrative orders

of the Special Magistrate may be appealed to the Circuit Court for Orange County, Florida, by any aggrieved party to the proceeding in which the order is issued, including the City, provided that the appeal is filed within 30 days of execution of the order to be appealed.

§ 7-13. Code Enforcement Recovery Fund.

The City shall establish on its financial records an internal account consisting of monies recovered because of code enforcement fines and liens. The City may allocate such funds to pay for the Special Magistrate’s fees, for repair and maintenance costs to abate nuisances and bring properties into compliance with City Code, to purchase nuisance properties, and for such other purposes as the city commission may established by resolution.

SECTION 2: SEVERABILITY AND CORRECTION OF ERRORS. The provisions of this Ordinance are declared to be severable and if any section, paragraph, sentence or word of this Ordinance or the application as to any person or circumstance is held invalid, that invalidity shall not affect other sections or words or applications of this Ordinance. If any part of this Ordinance is found to be preempted or otherwise superseded, the remainder of this Ordinance shall nevertheless be given full force and effect to the extent permitted by the severance of such preempted or superseded part. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener’s errors.

SECTION 3: CONFLICTS. In the event of a conflict between this Ordinance and any other ordinance of the City of Ocoee, this Ordinance shall control to the extent of any such conflict.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

PASSED AND ADOPTED this _____ day of _____, 2026.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2026
READ FIRST TIME _____,
2026.
READ SECOND TIME AND ADOPTED
_____, 2026.
UNDER AGENDA ITEM NO. _____

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

this ___ day of _____, 2026.

By: _____
Richard S. Geller
City Attorney

S:\AKA\CLIENTS\Ocoee, City of\Code Enforcement O164-27493\Ordinance Assigning Special Magistrate to Residential Cases\Ordinance Creating Office of Special Magistrate - rsg - 2 19 25.docx

Chapter 7 ENFORCEMENT OF CODE

[HISTORY: Adopted by the City Commission of the City of Ocoee 6-16-1981 as Ord. No. 741 (Ch. 7.5 of the 1977 Code of Ordinances); amended in its entirety 9-1-1987 by Ord. No. 1004; and 1-17-2017 by Ord. No. 2017-005. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

General penalty — See Ch. 1, Art. II.

§ 7-1. Title.

This Chapter may be cited as the "~~Ocoee Code Enforcement Board and Special Magistrate~~ Code Enforcement Ordinance."

§ 7-2. Intent.

This Chapter is intended to promote, protect and improve the health, safety and welfare of the citizens of the City of Ocoee, Florida, by ~~creating an Administrative Board and~~ providing for a Special Magistrate with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective and inexpensive means of enforcing the codes and ordinances in force in the City of Ocoee, Florida, where a pending or repeated violation continues to exist.

§ 7-3. ~~Establishment~~ Appointment of ~~Code Enforcement Board and~~ Special Magistrate; jurisdiction.

- A. ~~There is hereby created the office of Special Magistrate of the City of Ocoee, Florida. The City of Ocoee, Florida, will have one Administrative Board, a Special Magistrate as provided in this Chapter, and which will be called the "Code Enforcement Board of the City of Ocoee, Florida."~~
- B. ~~There is hereby created the office of Special Magistrate of the City of Ocoee, Florida, which will be called the "Code Enforcement Special Magistrate." The City of Ocoee, Florida shall appoint a Special Magistrate as provided in this Chapter, with authority under Florida Statutes § 162.03, to hold hearings and assess fines against violators of the city codes and ordinances. In the event of a conflict of interest or in circumstances when the Special Magistrate is not available due to illness, disability or death, the City Manager or his designee may appoint a Special Magistrate pro tem to undertake the duties of the Special Magistrate.~~
- C. ~~Both the Board and The~~ Special Magistrate ~~will have~~ has jurisdiction to enforce any ~~of the codes and/or~~ ordinances in force in the City of Ocoee, Florida, where a ~~pending single~~ or repeated violation ~~has existed or~~ continues to exist. ~~The jurisdiction of the Board and Special Magistrate shall be nonexclusive; provided, however, that the Board Special Magistrate shall have primary jurisdiction regarding violations relating to residentially zoned properties and the Special Magistrate shall have primary jurisdiction regarding violations relating to properties zoned other than residential. Deviations from the primary jurisdiction set forth above shall be made by the City Manager or designee who shall have final jurisdictional authority. Deviations may be made at the direction of the City Manager or designee on violations involving matters including, but not limited to, the land development code, life safety issues, a conflict of interest, demolition, eviction, and/or chronic or repeat offenders.~~

D. It is the legislative intent of this Chapter to provide an additional or supplemental means of obtaining compliance with the codes and ordinances of the City. Nothing contained in this Chapter shall prohibit the City Commission from enforcing such codes and ordinances by any other means. The City Commission may appoint one or more Special Magistrates to hear any or all Code violations in accordance with the procedure shown herein. Any alleged violation of City codes and ordinances may be pursued by appropriate remedy in court, or as may otherwise be provided by law.

E. The ~~Code Enforcement Board or office of~~ Special Magistrate may be abolished by ordinance.

F. ~~The existing City of Ocoee Code Enforcement Board shall be deemed abolished, subject to the future reinstatement by ordinance in accordance with section 162.05, Florida Statutes. All cases before the City of Ocoee Code Enforcement Board shall be deemed reassigned to the Special Magistrate for hearing and adjudication.~~

G. ~~If the office of Special Magistrate is thereafter abolished, all cases pending before the Special Magistrate, and all powers of the Special Magistrate shall be reassigned to the City of Ocoee Code Enforcement Board in accordance with the direction given by the city commission and section 162.05, Florida Statutes, providing for the appointment of a Code Enforcement Board.~~

§ 7-4. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

~~BOARD — The Code Enforcement Board of the City.~~

~~BOARD ATTORNEY — The person appointed by the City Commission pursuant to § 7-5A of this Chapter to act as legal counsel for the Board.~~

CITY — The City of Ocoee, Orange County, Florida.

CITY ATTORNEY — The person or law firm appointed by the City Commission to act as attorney and counselor for the City under section C-26 of the City Charter.

CITY COMMISSION — The legislative body of the City.

~~CODE ENFORCEMENT BOARD — A board of the City of Ocoee constituted to hear alleged code enforcement violations that was abolished and which may be reestablished by ordinance pursuant to Florida Statutes 162.05.~~

CLERK — The person designated by the City Manager to act as Clerk for the Board and Special Magistrate. It includes persons designated to act as Deputy Clerks, as provided in § 7-5H.

CODE — The Code of the City of Ocoee.

CODE INSPECTOR — Any authorized agent or employee of the City who has, as a duty or as a part of ~~his~~ their duties, ~~the duty~~ to assure compliance with the Code or any portion thereof.

REPEAT VIOLATION — A violation of a provision of a code or ordinance by a person ~~who has been~~ previously found ~~through by the~~ Code Enforcement Board ~~and/or the~~ Special Magistrate to have violated or who has admitted violating the same provision of the City Code within five years prior to the violation, at the same or different locations. ~~notwithstanding the violations which occurred at different locations.~~

SPECIAL MAGISTRATE ~~(or Code Enforcement Special Magistrate)~~ — The person authorized to hold hearings and assess fines against violators of the City codes and ordinances.

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§ 7-5. Membership of Board; terms of office; organization.

- A. ~~The City Commission will appoint a seven-member Board and a Board Attorney. The City Commission may appoint up to two alternate members to serve on the Board in the absence of Board members. Board members will be residents of the City. Appointments will be made on the basis of experience or interest in code enforcement, in the sole discretion of the City Commission. Board membership will, when practicable, include an architect, a businessman, an engineer, a general contractor, a subcontractor and a realtor.~~
- B. ~~The initial appointments to the Board will be as follows:
 - (1) ~~Two members shall be appointed for terms of one year each.~~
 - (2) ~~Three members shall be appointed for terms of two years each.~~
 - (3) ~~Two members shall be appointed for terms of three years each.~~~~
- C. ~~All subsequent regular appointments to the Board will be for terms of three years.~~
- D. ~~If a Board member fails to attend two of three successive Board meetings without cause and without prior approval of the Board Chairman, the Board will declare the member's office vacant and promptly report the vacancy to the City Commission, which will promptly fill the vacancy. Appointment to fill a vacancy on the Board will be for the remainder of the unexpired term of the vacant office.~~
- E. ~~Board members will serve without compensation and at the pleasure of the City Commission. Board members may be reimbursed for travel, mileage and per diem expenses as authorized by the City Commission.~~
- F. ~~Board members will elect a Chairman (who will be a voting member) from the Board members. The presence of four or more members will constitute a quorum of the Board.~~
- G. ~~The City Attorney will not be appointed to be or act as the Board Attorney.~~
- H. ~~The City Manager will designate a City employee as Clerk for the Board. The City Manager may designate additional City employees as Deputy Clerks as he deems appropriate to the efficient conduct of the Board's business. Board members, the Board Attorney, the City Attorney and Code Inspectors will not be the designated Clerk or Deputy Clerk.~~
- I. ~~The Clerk will be the custodian of the records of the Board, subject to supervision and control of the City Clerk.~~
- J. ~~The Board Attorney will serve at the City Commission's pleasure.~~

§ 7-5.5. Term of Special Magistrate; Clerk for Special Magistrate.

- A. ~~The City Commission is authorized and hereby provides for the designation of one or more a Code Enforcement Special Magistrates for the purposes of conducting administrative hearings regarding Code violation cases brought by Code Inspectors.~~
- B. ~~The Code Enforcement Special Magistrate shall be an attorney duly licensed to practice law in the State of Florida. The Special Magistrate must demonstrate satisfactory knowledge of municipal law and the general procedures for enforcing municipal codes and must demonstrate a temperament suitable for exercising the quasi-judicial powers vested in the office.~~
- C. ~~The City may utilize the services of one or more a Code Enforcement Special Magistrate(s) to conduct hearings concerning codes and ordinances in force within the City. The City Commission shall, on an~~

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~~annual basis,~~ appoint at least one qualified person to serve as ~~a Code Enforcement~~ Special Magistrate~~(s)~~.

- D. ~~Each The Code Enforcement~~ Special Magistrate shall serve for a term of at least one year, and may be reappointed by the City Manager for consecutive one-year terms up to five additional years. Although appointed for one-year terms, ~~the Code Enforcement~~ Special Magistrate~~(s)~~ shall be subject to suspension or removal by the City Commission, with or without cause, ~~from his or her position~~ at any time during ~~his or her~~ their term. ~~The Code Enforcement~~ Special Magistrate~~(s)~~ shall not be considered to be a City employee, though they may receive compensation for their services at a rate to be determined by the City Commission. The Special Magistrate shall be as an independent contractor and not an employee or agent of the City.
- E. To avoid conflicts of interest, ~~The~~ City Attorney will not be appointed to ~~be serve~~ or act as ~~the Code Enforcement~~ Special Magistrate or as counsel to the Special Magistrate. The city attorney may attend hearings conducted by the Special Magistrate and represent city staff in the presentation of cases, or the code enforcement officer may present cases, at the option of the city manager or his designee depending upon the substance and complexities of any given case. To the extent necessary and consistent with the city's interests in ensuring compliance with City Codes, the city attorney will defend final orders of the Special Magistrate which are appealed by violators to a court of competent jurisdiction.
- F. The City Manager will designate a City employee as Clerk for the Special Magistrate. The City Manager may designate additional City employees as a Deputy Clerk as ~~he deems~~ appropriate to enable the Special Magistrate to the efficiently conduct ~~of the Special Magistrate's~~ business. No Board members of the City, the City Attorney, and or Code Inspectors will not shall be the designated Clerk or Deputy Clerk.
- G. The Clerk to the Special Magistrate will be the custodian of the records of the Special Magistrate, subject to supervision and control of the City Clerk.

§ 7-6. Procedure.

- A. ~~It will be the duty of the A~~ Code Inspector shall have the duty to initiate proceedings to enforce the Code. ~~No member in the capacity as of the Board or~~ The Special Magistrate may not initiate Code enforcement proceedings.
- B. Except as provided in Subsections C and D, infra, if the Code Inspector finds a violation of the Code, he or she will first give the alleged violator written notice of violation thereof and a reasonable time in which to correct the violation. If the violation continues beyond the time set for correction, the Code Inspector will initiate proceedings before the ~~Board or~~ Special Magistrate by filing a written statement notice of violations with the Clerk, which shall be served on the alleged violator in accordance with section 162.12, Florida Statutes. The ~~Board or~~ Special Magistrate, through ~~its their~~ clerical staff, will schedule a hearing on the alleged violation and give the alleged violator written notice thereof. At the option of the Code Inspector or clerical staff ~~Board or Special Magistrate~~, notice may additionally be served by publication as provided in § 7-10 of this Chapter and by posting at the property where the alleged violation is occurring and at city hall, in accordance with section 162.12, Florida Statutes. The notice will inform the alleged violator of the following:
 - (1) The nature of the alleged violation.
 - (2) The time and place of the hearing.
 - (3) The alleged violator may appear in person before the ~~Board or~~ Special Magistrate and present evidence relevant to the matter under consideration ~~by the Board or Special Magistrate~~, may

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~~subpoena present~~ witnesses to testify at the hearing, and may be represented ~~before the Board or Special Magistrate~~ by legal counsel of his or her own choosing at his or her own expense, ~~and may, upon request cross examine any witness of the City and present a closing argument.~~

- (4) If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the Code Inspector, the case may be presented to the ~~Board or~~ Special Magistrate even though the violation has been corrected before the hearing.
- C. If a repeat violation is found, the Code Inspector shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. The Code Inspector, upon notifying the violator of a repeat violation, shall notify the ~~Board or~~ Special Magistrate and request a hearing. The ~~Board or~~ Special Magistrate, through ~~its~~ ~~their~~ clerical staff, shall schedule a hearing and shall provide ~~a~~ ~~Notice of Hearing to the alleged violator~~ pursuant to § 7-10 of this Chapter ~~and section 612.12, Florida Statutes~~. The case may be presented to the ~~Board or~~ Special Magistrate even if the repeat violation has been corrected prior to the ~~Board or~~ Special Magistrate's hearing, and the notice shall so state.
- D. If the Code Inspector has reason to believe a violation or the condition causing the violation presents a serious threat to public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, the Code Inspector will make a reasonable effort to notify the violator and may immediately notify the ~~Board or~~ Special Magistrate and request a hearing.
- E. Transfer of ownership.
 - (1) If the owner of property which is subject to an enforcement proceeding, before the ~~Board or~~ Special Magistrate, transfers ownership of, ~~or any interest in~~ such property between the time the initial notice was provided and the time of the hearing, such owner shall:
 - (a) Disclose, in writing, the existence and the nature of the proceedings to the prospective transferee.
 - (b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
 - (c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
 - (d) File a notice with the Code Inspector of the transfer of the property, with the identity and address of the new owner ~~or possessor of a new interest in the property~~, and copies of the disclosures made to the new owner, within five days after the date of the transfer.
 - (2) A failure to make the disclosures described in Subsections E(1)(a), (b), and (c) above before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceedings shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

§ 7-7. Conduct of hearings.

- A. The ~~Board~~ ~~Special Magistrate~~ will conduct hearings at each ~~Code Enforcement Hearing Board meeting~~, unless there are no matters then pending ~~before the Board~~ for hearing. A hearing also may be called ~~either by the Chairman of the Board, by written notice signed by at least three members of the Board, or by the Special Magistrate, as applicable.~~ Minutes shall be kept of all hearings by the ~~Board and~~ Special Magistrate, and all hearings and proceedings shall be open to the public.
- B. Cases before the ~~Board or~~ Special Magistrate will be presented by the City Attorney, ~~the Code Inspector, or another~~ member of the City's administrative staff as determined by the City Manager. The

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~~Board or~~ Special Magistrate will take testimony from the Code Inspector in each case presented ~~to the Board or Special Magistrate~~ for hearing. If the City prevails in prosecuting a case before the ~~Board or~~ Special Magistrate, the City shall be entitled to recover all costs incurred in prosecuting the case before the ~~Board or~~ Special Magistrate, including, but not limited to, any fees paid to the Special Magistrate.

- C. Testimony before the ~~Board or~~ Special Magistrate will be under oath and ~~shall be~~ recorded. The Clerk is authorized and empowered to administer oaths to persons testifying before the ~~Board or~~ Special Magistrate, ~~or the Special Magistrate may administer oaths~~. The ~~Board Chairman or presiding Board member, Special Magistrate, and Board Attorney are also~~ is authorized and empowered to administer oaths to persons testifying before the ~~Board or~~ Special Magistrate.
- D. The alleged violator will have the right to appear in person before the ~~Board or~~ Special Magistrate, to testify personally and present other evidence relevant to the matter under consideration by the ~~Board or~~ Special Magistrate, to subpoena witnesses to testify at the hearing and to be represented before the ~~Board or~~ Special Magistrate by legal counsel of his own choosing at his own expense.
- E. Formal rules of evidence will not apply, but fundamental due process will be observed and govern the proceedings. ~~The Special Magistrate may consider any evidence that a reasonable person may rely on.~~
- F. At the conclusion of each hearing, the ~~Board or~~ Special Magistrate will issue findings of fact based on the evidence presented during the hearing, ~~and~~ conclusions of law, and ~~will issue~~ an order affording proper relief consistent with the powers granted the ~~Board or~~ Special Magistrate by the provisions of this Chapter ~~and chapter 162, Florida Statutes~~.

~~G. Findings by the Board will be by motion approved by a majority of those members present and voting, but at least four members present must vote on the motion for the action to be official.~~

~~G.H.~~ The order may include a notice that it must be complied with by a specified date; that a fine may be imposed and, under the conditions specified in § 7-9~~C~~ of this Chapter, the cost of repairs may be included along with the fine if compliance does not occur by that date; that the violation is presumed to continue until the violator gives the City written notice of compliance; that the violator must give the City written notice of compliance before the City will conduct a compliance inspection; and that if the compliance inspection discloses noncompliance, the fine will continue to accrue until compliance occurs. A certified copy of such an order may be recorded in the public records of the County and shall constitute notice to any subsequent purchasers, successors in interest or assigns, if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records pursuant to this Subsection and the order is complied with by the date specified in the order, the ~~Board or~~ Special Magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

§ 7-8. Powers of ~~Board and~~ Special Magistrate.

The ~~Board and/or~~ Special Magistrate will have the power to:

- A. ~~Board adopt rules for its administration and Board and Special Magistrate to a~~ Adopt rules for the ~~conducting of its~~ hearings, provided that they are not inconsistent with the provisions of this ~~c~~Chapter or ~~E~~ch. 162, Florida Statutes.
- B. Subpoena alleged violators, witnesses, and evidence to its hearings. The ~~Board or~~ Special Magistrate's rules may, ~~by its rules~~, provide for the issuance of subpoenas in the name of the ~~Board or~~ Special Magistrate under this provision by its Clerk and, at the request of the Code Inspector, the City

Attorney, other members of the City's administrative staff responsible to present cases before the ~~Board or~~ Special Magistrate or the alleged violator.

- C. Cause subpoenas issued by the ~~Board or~~ Special Magistrate to be served by the City Police Department or the County Sheriff.
- D. ~~Swear in witnesses and take~~ testimony under oath.
- E. Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.
- F. Assess and order the payment of civil penalties provided herein and in Ch. 162, Florida Statutes.
- G. Consider, address, and enforce orders previously entered by the city's Code Enforcement Board.
- F.H. ~~Make recommendations to the City Commission regarding applications for satisfaction, release, or reduction of code enforcement liens.~~
- F.I. Authorize the City Attorney to foreclose on a lien arising from the recording in the official county records of certified copies of the ~~Board or~~ Special Magistrate's orders imposing penalties after ~~three-six~~ months from the filing of the lien have elapsed and the lien remains unpaid, subject to final approval by the City Commission.
- J. Hear such cases and appeals as the City Commission may authorize by ordinance.
- K. Exercise any other powers set forth in this chapter or in chapter 162, Florida Statutes.

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§ 7-9. Administrative fines; ~~costs of repairs costs~~; liens; ~~reductions, satisfactions, and settlements.~~

- A. If the Code Inspector notifies the ~~Board or~~ Special Magistrate of a failure to comply with a compliance order of the Board or Special Magistrate by the date set in the order, the ~~Board or~~ Special Magistrate may issue an order requiring the violator to pay a fine not to exceed \$250 ~~\$500~~ for each day the violation continues past the date set by the prior Code Enforcement Board or Special Magistrate for compliance, and in addition, the fine may include all costs of repairs pursuant to Subsection C of this Section.
- B. If the ~~Code Inspector notifies the Board or Special Magistrate and the Board or~~ Special Magistrate ~~so~~ finds that a repeat violation has been committed, the ~~Board or~~ Special Magistrate may issue an order requiring the violator to pay a fine not to exceed \$500 ~~\$1000~~ for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the Code Inspector, and in addition, the fine may include all costs of repairs pursuant to Subsection C of this Section.
- C. If the Special Magistrate finds that a violation is irreparable or irreversible in nature, the Special Magistrate may impose a fine not to exceed \$5,000.
- D. ~~C. In addition, if the violation is a violation described in § 7-6D of this Chapter, the Board or Special Magistrate shall notify the City Commission, the Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes and all costs of repairs incurred by the city, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs, along with the fine imposed pursuant to this Section. Making such any repairs does not create a continuing obligation on the part of the City to make further repairs or to maintain the property and does not create any liability against the City for any damages to the property if such repairs were completed in good faith.~~

Commented [RG1]: Chapter 162 ordinarily limits fines to \$250 per day, per violation or \$500 per day, per violation for repeat violations. However, a municipality with a population equal or greater than 50,000 may adopt, by a vote of at least a majority plus one of the entire governing body, an ordinance that allows fines of up to \$1,000 per day for a first violation, \$5,000 per day for a repeat violation, and \$15,000 for irreparable or irreversible violations. Fla. Stat. sec. 162.09(2)(d).

We need census confirmation that Ocoee's population exceeds 50,000 and direction from the City Commission to exceed \$250/\$500.

- D. ~~No fine shall be issued without an evidentiary hearing establishing that a violator has failed to comply with an order of the Special Magistrate to cease violating the city code. Fines may accrue until such time as the violator notifies the Code Inspector and establishes compliance, with the Code Inspector shall confirm. The Code Inspector shall thereafter notify the Special Magistrate who shall issue an order acknowledging compliance, which shall be recorded in the public records. A hearing shall not be required to issue such an order acknowledging compliance, pursuant to sec. 162.07(4), Florida Statutes. If a finding of a violation or a repeat violation has been made as provided in this Chapter, a hearing shall not be necessary for issuance of the order imposing the fine.~~
- E. In determining the amount of ~~the any~~ fine, ~~if any~~, the ~~Board or~~ Special Magistrate will consider the following factors:
- (1) The gravity of the violation.
 - (2) Any actions taken by the violator to correct the violation.
 - (3) Any previous violations committed by the violator.
- F. City policy is to accomplish compliance with the City Code as economically as possible for all parties. Therefore, after a property owner has been properly noticed of a violation but prior to a hearing before the ~~Board or~~ Special Magistrate, the City Manager or ~~their~~ designee is authorized to enter into negotiations ~~and to reach~~ a settlement agreement with the violator. Failure of the violator to comply with the settlement agreement or a recurrence of the violation shall result in prosecution of the original violation as well as ~~the any~~ repeat violation, ~~if applicable~~. The City Manager or designee shall establish the perimeters to be followed for settlement negotiations. Pre-hearing settlement negotiations shall not be grounds for continuing or otherwise delaying a hearing on the violation unless agreed to in writing by both parties.

~~§ 7.9.1G- Liens on Property of the Violator and Foreclosure.~~

~~A. Following After~~ the hearing before the ~~Board or~~ Special Magistrate, a certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the official County records and will thereafter constitute a lien against the land on which the violation exists and on any other real or personal property owned by the violator. Upon petition to the Circuit Court, such order shall be enforceable in the same manner as a court judgment by the Sheriffs of Florida, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes.

~~B. A~~ fine imposed pursuant to this Chapter shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this Section, whichever occurs first. A lien arising from a fine imposed pursuant to this Section runs in favor of the City ~~Commission~~, and the City Commission may execute a satisfaction, ~~reduction~~, or release of a lien entered pursuant to this Section, unless otherwise provided herein.

~~C. After three Six~~ months ~~from after~~ the filing of any such lien ~~which that~~ remains unpaid, ~~the City will undertake a review to determine whether to recommend foreclosure to the Special Magistrate. Upon a duly noticed hearing, the Board or~~ Special Magistrate may authorize the City Attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under § 4, Article X of the ~~State Florida~~ Constitution. The money judgment provisions of this Section shall not apply to real property or personal property which is covered under § 4(a), Article X of the ~~State Florida~~ Constitution.

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~~D.~~ ~~H.~~ After an order assessing a fine against a violator has been issued and compliance has been achieved, nothing herein shall prohibit the City Commission, or City Manager or designee from reducing, eliminating, satisfying, or otherwise settling the assessed fine or lien or the ~~Board or~~ Special Magistrate from recommending that the City Commission or City Manager or designee reduce, eliminate, satisfy, or otherwise settle the assessed fine or lien. The City Manager or designee shall establish the procedures to be followed for reducing, eliminating, satisfying, or otherwise settling the assessed fine or lien and for recording satisfaction thereof in the official County records.

~~E.~~ The lien will be automatically extinguished 20 years after the date the certified copy of the order imposing a fine is recorded, unless within that time the City commences an action ~~is commenced~~ pursuant to this ~~Chapter~~ in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The City Commission shall be entitled to collect all costs incurred in recording and satisfying a valid lien. Commencement of an action pursuant to § 7-9G of this Chapter will not cause a continuation of the lien as against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

~~F.~~ The Clerk is authorized and empowered to issue certified copies of the ~~Board or~~ Special Magistrate's records.

~~G.~~ Actions for money judgments under this Chapter may be pursued ~~only~~ on fines levied after October 1, 2000.

H. Application for the satisfaction, release, or reduction of code enforcement liens.

(1) Lien satisfaction. Upon full payment by the applicant of the fine or penalty imposed in accordance with this division, the city manager is hereby authorized to execute and record in the public records of Orange County, Florida, a satisfaction of lien on behalf of the City. The applicant shall be responsible for paying all costs of recording.

(2) Requests for lien release or reduction. Upon request for a release or reduction of a fine or lien imposed in accordance with this division, the applicant shall submit a written application to the city manager or designee, in accordance with this section.

(a) Application. The application for release or reduction of lien shall be in written form, typed or handwritten, by the applicant and shall be submitted to the city manager, or their designee. The application shall be executed under oath and sworn to in the presence of a notary public, and shall include, but may not be limited to, the following:

i. A copy of the order imposing a lien upon the property including the code enforcement case number;

ii. The date upon which the applicant brought the subject property into compliance with the City Code;

iii. The basis upon which the applicant believes the application for release or reduction of lien should be granted;

iv. The terms upon which the release or reduction of lien should be granted;

v. The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded;

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vi. The amount of reduction in fines or lien sought by the applicant;

vii. A statement verifying whether the applicant was issued any title policy or policies for the subject property encumbered by the lien after the date the lien was recorded in the public records of Orange County, Florida. If such a policy or policies were issued to the applicant, a copy of any such title policy shall be submitted with the application;

viii. Any other information which the applicant deems pertinent to the request, including but not limited to the circumstances that exist which would warrant the reduction or satisfaction of the penalty or fine.

(b) Application Fees. The applicant shall submit, at the time of application, an application fee established by the city to defray some or all costs incurred by the City in processing the application including, but not limited to, personnel, legal, and costs associated with recording the order imposing a penalty or fine and the requested release or reduction of lien. The application fee is nonrefundable, without regard to the final disposition of the application.

(c) Application review. Upon receipt of the application and payment of the application fee provided above, the code enforcement division shall confirm that the violation, which resulted in the order imposing penalty or fine, has been corrected. If the violation has been corrected and there are no current code violation(s) upon the property in question, the code enforcement division shall place the application and a staff recommendation upon the agenda of the next meeting of the Special Magistrate for a hearing and recommendation to the city commission.

(d) At the duly noticed hearing before the Special Magistrate, the Special Magistrate shall review and consider the application for reduction or release of lien, provide the violator with an opportunity to address the Special magistrate regarding the application for reduction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

(e) The Special Magistrate shall render a written recommendation to the city commission based on findings of fact and law to either approve, approve with conditions, or deny the application for reduction or release of lien. The city commission shall consider and give considerable weight to the written recommendation of the Special Magistrate and render a final decision on the application.

(b) The Special Magistrate, in making a recommendation, and the city commission, in making a final decision, shall consider and apply the following factors in determining the amount of any reduction or release of lien:

(a) The amount of any administrative and out-of-pocket costs incurred by the city which are directly associated with the underlying code enforcement case and lien including, but not limited to, code enforcement staff and attorney time, postage, advertising and recording costs, and other city expenses related to any measure taken by the city to abate a nuisance caused by the violation;

(b) The gravity and number of the violation(s);

(c) The amount of the requested reduction;

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(d) The time in which it took to bring the property into compliance;

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(e) Whether the applicant was responsible for the violation which caused the lien;

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(f) Whether the applicant is or will be a bona fide purchaser of the subject property and is filing or has filed for a homestead exemption evidencing a desire to reside within the city on a non-transient basis, or whether the property is or will be acquired for investment or other purposes;

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(g) Whether the applicant acquired the subject property with knowledge of the subject lien or should have knowledge of the lien through reasonable due diligence;

(h) The accrued amount of the code enforcement fine or lien as compared to the current market value of the property;

(i) With respect to a speculator, non-homestead purchaser of the subject property, the accrued amount of the code enforcement fine or lien as compared to the investment/profit that will be gained as a result of the purchase or sale of the property and the reduction or satisfaction;

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(j) Any previous or subsequent violations pertaining to the property unless an order finding a violation is under appeal at the time of determination;

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(k) Any previous or subsequent violations of the applicant pertaining to the other properties owned within city, unless an order finding a violation is under appeal at the time of determination;

(l) Any relevant information contained in any title policy required to be submitted to the city under this section;

(m) Any financial hardship;

(n) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine; and

(o) Any other administrative review criteria relevant to whether it is equitable to reduce or release a lien which are adopted by the city manager, in writing, and are intended to be applied to all applications on a uniform basis.

(c) Any fine or lien reduction approved by the city commission shall, to the maximum extent feasible, provide for the city to collect, at a minimum, all administrative and out-of-pocket costs incurred by the city with respect to the violation(s) at issue. If the city commission approves the application to reduce or release the lien and the approval is conditioned upon the applicant paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded in the public records of Orange County, Florida by the city manager until the condition(s) imposed by the city commission have been satisfied.

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(d) The applicant shall have 30 days, or such time period determined by the city commission in a written agreement, in which to comply with any decision of or condition imposed by the city commission or the application shall be deemed automatically denied and thereafter, the applicant shall be barred from applying for a subsequent reduction or release of lien for a period of one year from the date of

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the city commission's decision. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this division.

(e) When a lien is satisfied as a result of reduced payment or release as ordered by the city commission, the city manager or their designee is hereby authorized to execute and record in the public records of Orange County, Florida, a satisfaction of lien on behalf of the city.

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§ 7-10. Notices.

- A. All notices required by this Chapter will be provided to the alleged violator by:
- (1) Certified mail, return receipt requested, provided that if such notice is sent under this Subsection to the owner of the property in question at the address listed in the Tax Collector's office for tax notices, and at any other address provided to the City by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in Subsection B below and by first-class mail directed to the addresses furnished to the City with a properly executed proof of mailing or affidavit confirming the first-class mailing;
 - (2) Hand delivery by the Sheriff or other law enforcement officer or Code Inspector or process server designated pursuant to Ch. 48, Florida Statutes;
 - (3) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or
 - (4) In the case of commercial premises, leaving the notice with the manager or other person in charge.
- B. In addition to providing notice as set forth in Subsection A, at the option of the ~~Board or Special Magistrate~~ ~~Code Inspector~~, notice may also be served by publication or posting, as follows:
- (1) Such notice shall be published once during each week for four consecutive weeks, four publications being sufficient, in a newspaper of general circulation in Orange County. The newspaper must meet such requirements as are prescribed under Ch. 50, Florida Statutes, for legal and official advertisements. Proof of publication shall be made as provided in §§ 50.041 and 50.051, Florida Statutes.
 - (2) In lieu of publication as described in Subsection B(1), such notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at ~~the primary City government office~~ city hall where notices are customarily posted. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.
 - (3) Notice by publication may run concurrently with or may follow an attempt or attempts to provide notice by hand delivery or by mail as required under Subsection A. Evidence that an attempt has been made to hand deliver or mail notice as provided in Subsection A, together with proof of publication or posting as provided in Subsection B, will be sufficient to show that the notice requirements of this Chapter have been met without regard to whether or not the alleged violator actually received such notice.

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§ 7-11. Enforcement by other provisions.

Nothing in this Chapter will be deemed to prohibit the City from enforcing its codes by any other means; the provisions of this Chapter are merely an additional or supplemental means of obtaining compliance with the City's codes.

§ 7-12. Appeals.

Except as provided in Section 7-9 or otherwise in the city code, final administrative orders of the ~~Board of~~ Special Magistrate may be appealed to the Circuit Court for Orange County, Florida, by any aggrieved party to the proceeding in which the order is issued, provided that the appeal is filed within 30 days of execution of the order to be appealed.

§ 7-13. Code Enforcement Recovery Fund.

The City shall establish on its financial records an internal account consisting of monies recovered because of code enforcement fines and liens. The City may allocate such funds to pay for the Special Magistrate's fees, for repair and maintenance costs to abate nuisances and bring properties into compliance with City Code, to purchase nuisance properties, and for such other purposes as the city commission may established by resolution.

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STAFF REPORT

Meeting Date: March 3, 2026

Item #: 8

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of Commission Liaisons to Various Boards. (City Clerk Sibbitt)

Background Summary: Each year the Commission reviews the Liaisons Appointments to various boards and makes changes, if needed. In 2025, the following appointments were made:

Parks and Recreation Board ***	Commissioner Wilsen
Citizens Advisory Board for the Police Dept. ***	Commissioner Kennedy
Citizens Advisory Board for the Fire Dept. ***	Commissioner Firstner
Human Relations Diversity Board **	Mayor Johnson
Personnel Board **	Mayor Johnson
Tri-County League of Cities *	Commissioner Wilsen
W.O. Chamber of Commerce *	City Manager Shadrix
Education Incentive Board **	Commissioner Oliver
MetroPlan Orlando Municipal Advisory Committee (MAC) *	Commissioner Kennedy (An alternate member is also being requested by the committee)

* Required by Organization

** Required by Code or Bylaws

*** Not required by Code or Bylaws

Issue:

Should the Honorable Mayor and City Commission appoint commission liaisons to the various boards?

Recommendations:

Staff recommends the Honorable Mayor and City Commission make appointments to the above-listed boards.

Attachments:

- 03-18-2025 Minutes

Financial Impacts:

None

Type of Item: Regular

• **CONSENT AGENDA 6:29 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-3; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held March 4, 2025. **(City Clerk Sibbitt)**
2. Approval to Appoint the Mayor Pro Tem. **(City Clerk Sibbitt)**
3. Approval of Memorandum of Agreement 287 (g) Task Force Model Between the United States Immigration and Customs Enforcement (ICE) and the City of Ocoee. **(Police Chief Ogburn)**

• **FIRST READING OF ORDINANCE - None**

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

• **PUBLIC HEARING - None**

• **REGULAR AGENDA 6:30 PM**

4. Approval of Commission Liaisons to Various Boards. **(City Clerk Sibbitt)**

City Clerk Sibbitt explained that this is the annual selection of the liaisons for the City advisory boards. Each commissioner expressed their desire to keep the current liaisons as follows:

Parks and Recreation Board ***	Commissioner Wilsen
Citizens Advisory Board for the Police Dept. ***	Commissioner Kennedy
Citizens Advisory Board for the Fire Dept. ***	Commissioner Firstner
Human Relations Diversity Board **	Mayor Johnson
Personnel Board **	Mayor Johnson
Tri-County League of Cities *	Commissioner Wilsen
West Orange Airport Authority *	No appointment was made to this committee as it is inactive.
W.O. Chamber of Commerce *	City Manager Shadrix
Education Incentive Board **	Commissioner Oliver
MetroPlan Orlando Municipal Advisory Committee (MAC) *	Commissioner Kennedy. An alternate member was not selected.

* Required by Organization

** Required by Code or Bylaws

*** Not required by Code or Bylaws

Motion: Move to keep all advisory board liaisons the same; Moved by Commissioner Oliver, seconded by Commissioner Kennedy; Motion carried unanimously.